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Current Topics.

Indorsement of Memorandum of Conveyance.

THE REPORT of the Manchester Incorporated Law Association contains some observations, which we printed last week, on the desirability of memoranda of conveyances of portions of the property being indorsed on some leading title-deed retained by the vendor. This was said by SELWYN, L.J., in *Keates* v. *Lyons* (L. R. 4 Ch. App., at p. 226), to be "an ordinary and proper precaution on behalf of the purchasers," but we are not aware of any authority that, in the absence of express agreement, it can be enforced. Ordinarily, however, it has been allowed, and this course is certainly fair to the purchaser. We rather think, from recent experience, that there is a growing indisposition to accede to this reasonable request, and we are glad to find that the Manchester Law Association have issued a circular to their members urging upon them the advisability of allowing the indorsement. There, no doubt, occasionally occur cases where a settlement which is retained, owing to other deeds having been indorsed on it, affords no room, or little room, for the indorsement of memoranda of conveyances to purchasers, and when this is the case the vendors sometimes offer to pin a memorandum of such conveyance to the deed. This, however, is very unsatisfactory, and we should suppose that there could be no great difficulty in securely fastening a piece of parchment to the deed, on which the memoranda could be written. A circular by the Council of the Law Society on the subject would be useful, particularly if it dealt with the difficulty noticed above.

The Townshend Inquiry.

THERE HAS been some comment on the alleged illogical finding of the jury in the recent inquiry, but it does not seem to have been noticed that it follows exactly section 98 (2) of the Lunacy Act, 1890, which provides that "if upon such inquisition it appears that the alleged lunatic is of unsound mind, so as to be incapable of managing his affairs, but that he is capable of managing himself, and is not dangerous to himself or to others, it may be so specially found and certified." This special finding was first introduced by section 48 of the Lunacy Act, 1889, and we believe it was based on a shrewd suggestion of the Select Committee of 1878, "that if it were possible to

transfer to the Court of Chancery the administration of the property of a person who, though from his mental condition unfit to manage it, was not dangerous to himself or others, a strong temptation to the relatives of such person to deprive him of liberty would be removed." The effect of the finding is (section 108 (3) of the Lunacy Act, 1890) to give the judge in lunacy jurisdiction to make such orders as he thinks fit for the commitment of the estate of the lunatic and its management, including all proper provisions for the maintenance of the lunatic, but without making any order as to the custody or committal of the person of the lunatic, "unless in the discretion of the judge it appears proper to do so."

The Drawing up of Orders on Summonses.

ATTENTION should be given to the new regulations as to the Summons and Order Department of the Central Office which we printed last week (*ante*, p. 682). The first of them appears to be intended to secure that the same master should have control of all the interlocutory proceedings in an action. It provides that the officer issuing the first summons in an action shall stamp it with the name of the master in whose division, and on whose day, it is returnable as being the master to whom the action is assigned, and no subsequent summons or notice shall be issued in such action without being stamped with the name of such master. The remainder of the rules relate to the drawing up of orders endorsed on summonses. In certain cases, which are defined by R.S.C., ord. 52, r. 14, orders do not require to be drawn up: where, that is, they do not contain any special directions, but simply authorize an enlargement of time, or give leave (*a*) for the issue of any writ other than a writ of attachment, (*b*) for the amendment of any writ or pleadings, (*c*) for the filing of any document, and (*d*) for any act to be done by any officer of the court other than a solicitor. In other cases the summons on which the order has been indorsed must be forthwith lodged in the Summons and Order Department by the party or solicitor having the custody of it, and if he fails to do so, any person affected by the order may, by written notice, call upon him to lodge the summons in the office or hand it over, and may himself draw up the order. Failure to comply with such notice will involve liability for the costs of an application to compel compliance. These rules should obviate the difficulty which is sometimes experienced in securing that orders shall be drawn up.

English and American Conveyancing.

IN THE case of *Doyle* v. *Andis*, recently decided by the Supreme Court of Iowa, the rule in *Shelley's case* is elaborately discussed, and one of the judges observes: "In England conveyancing is, or has been, largely the work of skilled men constituting a learned profession, and under such circumstances it is perhaps a fair presumption that technical words are intended to have a technical effect. In this country, and especially in the Western States, the great majority of deeds and wills are drawn or executed by others than lawyers or men having expert knowledge of conveyancing. Justices of the peace, notaries, bank clerks, and sometimes clergymen and physicians, prepare these instruments for their patrons and neighbours." The risk run by those who trust to a deed or will drawn by an unskilled person is so considerable that we should be glad to think that the art of conveyancing was as fully appreciated in England as the skill and labour of those practising it deserve. We are, however, informed that the tendency to resort to unskilled persons has, if anything, increased. The reform in the rules of pleading in common law actions was followed by the disappearance of the class of practitioners known as special pleaders and by a general lack of interest in the neatness and accuracy of written pleadings. *Absit omen:* we should be sorry to think that, at a time when a series of reforms has rendered conveyancing simple, reasonable, and, comparatively speaking, inexpensive, it should decline in the estimation in which it has been justly regarded in this country.

The Right of Women to the Electoral Franchise.

THE DISTRICT court of Ancona, in Italy, is said to have decided that, notwithstanding a long and uninterrupted custom in Italy limiting the franchise to males, the enactments conferring upon the "inhabitants" of different communes the right to elect members of the Chamber of Deputies must be taken to include women residing within the constituency, and that they were therefore entitled to vote. Nearly forty years have passed since the Court of Common Pleas, in the case of *Chorlton* v. *Lings* (L. R. 4 C. P. 374), was asked to decide that the Representation of the People Act, 1867, having enacted that every "man" should be entitled to be registered as a voter, and to vote for a member or members to serve in Parliament, and Lord BROUGHAM'S Act having further enacted that words importing the masculine gender should be deemed and taken to include females, unless the contrary is expressly provided, the new franchise must henceforth be extended to women as well as men. The court, without going into the general question whether it was or was not desirable that women should possess the franchise, held that it was impossible to suppose that the Legislature intended to work so great a change in the constitution as that contended for by the use of the word "man," and that any such intention, if it had existed, would have been expressed in distinct words. This decision was received with general approval by the legal profession. We have no knowledge of the rules of construction adopted by the Italian courts, but we cannot think that they reject the rule, alike of good sense and grammar and law, that general words are to be restrained to the subject-matter with which the speaker or writer is dealing. The decision of the Court of Ancona is subject to an appeal to the Supreme Court, and we shall not be surprised if the final decision is in accordance with that delivered by the Common Pleas in England.

The Meaning of "Vend" in Letters Patent.

LETTERS PATENT, following the form prescribed in the schedule to the Patent Act, 1883, grant to the patentee the sole privilege and authority, by himself, his agents, or licensees, to "make, use, exercise, and vend" the invention within the United Kingdom. What the meaning is of "vend" has recently come before the House of Lords for consideration in the case of the *Badische Anilin und Soda Fabrik* v. *Hickson* (23 R. P. C. 433). The defendant in this case had entered into a contract in this country with another person in this country for the sale to the purchaser of a certain quantity of an article covered by a patent belonging to the plaintiffs, but the contract stipulated that the article was to be delivered at Basle in Switzerland. The defendant procured the article abroad, and it was delivered to his order in Basle. He then directed the person in whose possession the article was at Basle to hold it to the order of the purchaser, and communicated this fact to the purchaser, thus completing the sale to the purchaser in England of the article which was in Basle. On these facts it was contended by the plaintiffs, on appeal to the House of Lords, that the respondent (the defendant) had infringed the patent, and that the respondent had "vended" the article in England within the terms of the patent. It was admitted that merely to make a contract for sale would not be "vending," but it was contended that if a contract for sale was made in England, and in pursuance of it goods were, by the consent of buyer and seller, appropriated to meet the contract, then the transaction became a sale completed in England, and it did not signify whether the goods were at the time of the appropriation in England or abroad. This contention was not accepted by the House of Lords, who were unanimous in holding that the respondent had not infringed the plaintiffs' patent.

Selling Goods Not Made or Brought into this Country.

LORD DAVEY, after stating that it was settled that to sell and deliver in this country an article protected by a patent was an infringement whether the article was made here or abroad, said that he was not aware of any case where a person was held to have infringed by selling foreign made goods not to be delivered to the purchaser in this country. He further said: "I am of opinion that the exclusive right of 'vending the invention' in the statutory form of patent must be construed consistently with the language of the Statute of Monopolies, and with regard to the general purpose of the patent to give the inventor the full benefit of his invention in this country. It must be such a vending as will be in a sense a

working, or use and exercise, of the invention in this country, or an appropriation by the vendor of some advantage which the patentee can derive from such use and exercise. A contract to deliver the goods abroad does not in any way interfere with the patentee's rights to work and utilize his invention in this country. It is a contract to do a perfectly lawful act, and whether the contract be made in this country or abroad does not in itself affect the patentee's monopoly of working his invention. Nor is it material to consider whether or when the property in the goods passes to the purchaser. It is lawful to be the owner of the goods if made and situate abroad, and neither the vendor nor the purchaser, in my opinion, thereby infringes the patent. The goods may or may not be afterwards brought into this country, and a different question will then arise, but that is no concern of the vendor after he has parted with them. I am of opinion that 'vending the invention' in the common form of patent is confined to selling goods made or brought into this country, and that the respondent in this case has not, directly or indirectly, made use of or put into practice, the appellants' invention within the meaning of the prohibition contained in the patent."

Covenants to Pay Outgoings.

IT HAS been obvious that the tendency of the recent decisions on covenants to pay rates and taxes has been to upset the distinction taken in *Tidswell* v. *Whitworth* (L. R. 2 C. P. 326) as to local charges imposed in respect of premises, and that decision has now been overruled by the Divisional Court in *Greaves* v. *Whitmarsh, Watson, & Co.* (*Limited*) (1906, 2 K. B. 340). Local charges may take the form of direct assessment upon premises to cover the expenses incurred by the local authority in performing paving, sanitary, or other works, or the duty of doing the works may in the first place be imposed on the owner or occupier, and the expenses may be only recoverable by the local authority upon the default of the person upon whom the duty is imposed. This may be distinguished as direct and indirect assessment. A direct assessment is the exception, but it may be made for the recovery of paving expenses incurred by the local authority under the Metropolis Management Acts. In most cases, as in regard to paving expenses under section 150 of the Public Health Act, 1875, the assessment is indirect. The obligation to do the works is cast upon the owners or occupiers, and it is only upon default that the local authority do the work and recover the expenses. Now the ordinary full covenant to pay rates and taxes includes impositions and outgoings imposed or charged upon the demised premises or upon the owner or occupier in respect thereof, and numerous cases shew that both kinds of assessment are included in such a covenant. Whether a direct rate is imposed, or whether the landlord incurs expense so as to avoid being in default under a paving or sanitary notice, there is equally an imposition within the meaning of the covenant, and the lessor can throw the expense on the lessee: *Foulger* v. *Arding* (50 W. R. 417; 1902, 1 K. B. 700). But if the covenant refers only to impositions or outgoings *in respect of the demised premises*, the distinction has been taken that this refers only to rates levied by way of direct assessment; and it was held in *Tidswell* v. *Whitworth* (*suprà*) that it did not apply where it was the duty of the owner to do the works required by the local authority, and where the local authority only did the works and charged him with the expense upon his default. This, it was said, was not a charge imposed in respect of the premises, but a charge imposed upon the owner for his breach of duty. A different construction has, however, been followed where the covenant includes "duties," and its scope is not restricted by the use only of the words "in respect of the demised premises" (*Brett* v. *Rogers*, 45 W. R. 334; 1897, 1 Q. B. 525); and, since *Foulger* v. *Arding*, it has been difficult to draw a distinction between "duties" and the other terms—"impositions" and "outgoings"—mentioned above. It has, accordingly, been already held in *Re Warriner* (1903, 2 Ch. 367) that a covenant to pay impositions assessed in respect of the premises covers the expenses of complying with a drainage notice under the Public Health (London) Act, 1891; and in the present case it has been held that a covenant to pay outgoings payable in respect of the premises covers the cost of paving works under section 150 of the Public Health Act, 1875. The construction of such covenants has been considerably simplified by the course of recent decision, though it is probable that they often throw upon the tenant a burden which he never contemplated.

The Limits of the Rights to Discovery.

THE STRICTNESS with which the rules as to discovery are applied is illustrated by the decision of the Court of Appeal in *James Nelson & Sons* (*Limited*) v. *Nelson Line* (*Liverpool*) (*Limited*) (54 W. R. 546; 1906, 2 K. B. 217). Under R. S. C., ord. 31, r. 12, any party may apply for an order directing any other party to the action to make discovery of documents which are or have been in his possession or power relating to any matter in question therein, and thus, according to the terms of the rule, discovery can only be obtained against a party to the action. It has been the practice, however, where the action is brought by a nominal plaintiff, to give the benefit of discovery against the real plaintiff by directing a stay of proceedings till discovery is made. "It is true," said Lord ESHER in *Willis & Co.* v. *Baddeley* (40 W. R. 577; 1892, 2 Q. B. 324), "that the court cannot make an order on the real plaintiff such as is here asked for, because he is not a party to the action, but it can say that the nominal plaintiff shall not proceed with the action till the real plaintiff has done that which, had he been a party to the action, he might have been ordered to do." In that case the nominal plaintiff was the agent of a principal resident abroad, and he was suing on a contract made with him as agent. But the present case of *James Nelson & Sons* v. *Nelson Line* (*Liverpool*) (*Limited*) shews that this principle cannot be invoked if the actual plaintiff has an independent interest in the action. The plaintiffs were cargo-owners who were suing shipowners for an alleged breach of warranty of seaworthiness contained in a bill of lading by which the cargo was lost. The plaintiffs were insured to the extent of three-fourths of the loss, and after the commencement of the action the underwriters paid this proportion, and the action was thenceforth conducted by their solicitors. During the loading of the ship the underwriters had had her inspected, and the surveyor's report was in the possession of their solicitors. The defendants claimed that they were entitled to discovery of this document, and to a stay of proceedings till discovery upon the ground that the underwriters had become the real plaintiffs. But BIGHAM, J., declined to make this order, and the Court of Appeal have affirmed his decision. "It is not a case," said COLLINS, M.R., "in which one person is using the name of another merely as a nominal plaintiff for the purpose of bringing an action in which he alone is really interested; for the plaintiffs here have a real and substantial interest of their own in the action. These facts seem to me to take the case out of those decisions by which discovery has been given as against a party not nominally a party to an action, on the ground that he really was the party to the action." The consideration, however, suggests itself whether the rules of discovery ought not to be widened so as to give the right to discovery, not only against parties to the action, but also against parties who are actively concerned in the litigation and are affected by its result.

Marginal Notes.

IT IS well settled that in construing a statute no attention is to be paid to marginal notes. In *Re Venour's Settled Estates* (2 Ch. D. 522) JESSEL, M.R., at first took a different view. Marginal notes, he said, appeared on the rolls of Parliament, and consequently formed part of the Acts; and he had known them to be the subject of motion and amendment in Parliament. But in fact marginal notes are not expressed with sufficient care to make them reliable guides to the meaning of a section. They are useful to the reader as he glances down the page to give a hint of the meaning of the successive enactments, but it would be very unsafe to allow a few catch words to control the construction of the actual language of a section. In the subsequent case of *Sutton* v. *Sutton* (22 Ch. D., p. 573) JESSEL, M.R., when *Re Venour's Settled Estates* was referred to, observed that his *dictum* in that case was not strictly correct. He had since ascertained that the practice was so uncertain as to the marginal notes that it could not be laid down that they were always on the roll. But whether they are on the roll or no, the objection

to allowing them to control the meaning of the statute is exactly the same, and in *De Beauvais* v. *Green* (*Times*, 14th inst.). LAWRANCE, J., recognised that they could not be referred to for the purpose of construction. There an order had been made by the Bishop of Gloucester, under section 34 of the Ecclesiastical Dilapidations Act, 1871, for payment by the executor of a deceased incumbent of the cost of repairs. This section requires that the bishop shall, in uncontested cases, as soon as convenient, and in contested cases after consideration, make an order stating the repairs and their cost for which the late incumbent or his executor is liable. Section 35 says that the order shall be signed by the bishop in triplicate. The bishop did not actually sign the orders in the present case, but in accordance with the practice of his office his signature was affixed—presumably by himself—by means of a stamp. This, unless actual writing is required, would be a perfectly good signature. "I see no distinction," said BOVILL, C.J., in *Bennett* v. *Brumfitt* (L. R. 3 C. P., p. 31), "between using a pen or a pencil and using a stamp where the impression is put upon the paper by the proper hand of the party signing." But section 69 requires that every consent and authority must be in writing under the hand of the bishop, and though it was not necessary to treat orders under section 34 as falling within this section, yet the marginal note is "Form of bishop's order and delivery of notices." In accordance, however, with what has been already stated, LAWRANCE, J., held that this note could not be taken as enlarging the scope of the section, and the signature by stamp was therefore sufficient

The Effect upon Title of an Act of Bankruptcy.

THE judgment of the Court of Appeal (VAUGHAN WILLIAMS, ROMER, and MOULTON, L.JJ.), in *Ponsford, Baker, & Co.* v. *Union of London and Smith's Bank (Limited)* (*Times*, 14th inst.) further illustrates the subject of the relation back of the trustee's title in bankruptcy which we discussed last week in connection with the decision in *Davis* v. *Petrie*. The plaintiffs, Messrs. PONSFORD, BAKER, & Co., who were stockbrokers, had a current account and also a loan account with the defendant bank. The limit of the authorized loan appears to have been £10,500, and securities were deposited with the bank to secure this amount. In April last the firm were declared defaulters on the Stock Exchange and they made an assignment of all their assets to the official assignee for the benefit of their creditors. At that time they had about £1,000 at the bank on current account, and the loan, which had been reduced by the realization of securities, stood at £3,678. The firm and the official assignee considered that it would be for the benefit of the estate if the remaining securities were redeemed, and they tendered to the bank the amount due and called for delivery of the securities. The bank, however, objected that the assignment to the official assignee was an act of bankruptcy, and that they could not safely hand over any of the firm's property until three months had elapsed without bankruptcy proceedings being commenced; while if a petition was presented within that time, and bankruptcy resulted, the trustee's title would relate back to the date of the assignment, and any dealings with the property would be void. The protection afforded by section 49 of the Bankruptcy Act, 1883, would not apply, because that depends upon absence of notice of an available act of bankruptcy, and here the bank had such notice, and made it the ground for refusing to deliver up the securities. The firm and the official assignee consequently commenced an action against the bank to compel delivery of the securities, and their right was recognized by BUCKLEY, J., who made an order that, upon payment to the bank of the amount agreed to be due, less the amount due to the firm on their current account, the securities should be delivered up to the plaintiffs.

Primâ facie, the objection of the bank to deliver up the securities was well grounded, and apparently the decision of BUCKLEY, J., would have been different but for the authority of WRIGHT, J., in *Re Lawford & Lawrence* (50 W. R. 592; 1902, 2 K. B. 445). There the debtors had, in September, 1900, pledged certain chattels. On the 6th of October they committed an act of bankruptcy by suffering their goods to be sold under an execution. Of this the pledgee had notice, but, acting upon the written authority of the debtors, he allowed a purchaser of the pledged chattels to redeem them and he delivered them to such purchaser. A bankruptcy petition was presented on the 28th of November, and was followed by a receiving order and adjudication, and the trustee in bankruptcy, whose title related back to the 6th of October, claimed from the pledgee delivery of the chattels or payment of their value. WRIGHT, J., however, held that, although the title of the trustee undoubtedly related back, yet the trustee took that title subject to the contract by the pledgee to re-deliver the chattels upon redemption, It would, he said, have been an illegality, and a wrong to the bankrupts, and, indirectly, to the trustee claiming their rights, if the pledgee had not returned the chattels according to his obligation. He was compellable to give up his security, and he could have been sued instantly. In the present case it was said in the Court of Appeal that BUCKLEY, J., was bound by this decision. "The decision in *Re Lawford & Lawrence*," said MOULTON, L.J., "was, of course, binding on Mr. Justice BUCKLEY, and warranted and, indeed, compelled him to decide the present case in the way that he did decide it." This statement must have been due to a slip. It is, we believe, well understood that no judge of first instance is bound by the decision of a judge of co-ordinate jurisdiction, although he of course treats it with deference. But however this may be, BUCKLEY, J., did in fact follow the decision in *Re Lawford & Lawrence*, and held, as already stated, that Messrs. PONSFORD, BAKER, & Co. and the official assignee were entitled to redeem the securities held by the bank notwithstanding the commission of the act of bankruptcy, and that the bank were bound to deliver up the securities.

The obvious weakness in the reasoning in *Re Lawford & Lawrence* is that, while the pledgee is undoubtedly bound to re-deliver the goods upon redemption, yet the person who comes to claim delivery must shew that he is entitled to the goods, and such a title the owner who has committed an act of bankruptcy cannot shew until three months have gone by without a petition being presented. The act of bankruptcy converts his title from an absolute title to a contingent one, and until it has been determined how the contingency will turn out, the owner cannot insist on receiving the goods as though he were still absolutely entitled. The point that he is entitled to sue immediately was taken in *Davis* v. *Petrie* (*suprà*), and was relied on as showing that a payment to the trustee under a deed of assignment was good against the trustee in bankruptcy. It was suggested by the court, however, that the defect in the title of the assignor, and consequently of the trustee of the deed of assignment, would have been a defence to the action, though, inasmuch as no action had been in fact brought, it was not necessary to consider the effect of allowing such a defence.

In the present case the Court of Appeal have dealt fully with the alleged right of a person who has committed an act of bankruptcy to sue for money or goods due to him, and have arrived at the conclusion that the contingency introduced by the commission of the act of bankruptcy does not afford a defence to the action, though it prevents the plaintiff from reaping at once the fruits of action. Formerly, indeed, when there was no definite limit upon the time during which the title of the assignees in bankruptcy would relate back, it was held that, while voluntary payments were not protected, yet payments enforced by coercion of law were valid against the assignees in case a commission in bankruptcy was afterwards taken out. "An act of bankruptcy," said ASHHURST, J., in *Foster* v. *Allanson* (2 T. R. 479), "cannot overreach a judgment recovered." But the Court of Appeal now point out that the introduction of a definite limit of three months, during which the act of bankruptcy suspends the debtor's title, makes it unnecessary to allow exceptional validity to a payment made to the debtor under compulsion of law. Under the old bankruptcy law, to refuse him liberty to sue and to enforce a judgment would have involved a perpetual suspension of his rights; under the present law the suspension cannot last more than three months.

But though during these three months the debtor is prevented from asserting his claim to receive property, yet his disability is the result of statutory provisions enacted for the benefit of

his creditors, and not for the benefit of his debtors. "They are not," said MOULTON, L.J., "intended in any way to weaken or postpone the duties of the debtors of the estate to discharge these obligations to it, nor is the period of three months from the act of bankruptcy intended to act in any wise as a *moratorium* to those debtors so as to give them relief or respite from payments immediately due." The debtor, however, is the only person who can sue for the debts, and it is necessary to reconcile his right to sue and to obtain judgment, and the corresponding liability of his debtor to have the judgment enforced against him, with the policy of the bankruptcy laws which requires that the fruits of the judgment shall be preserved for the benefit of the plaintiff's own creditors should bankruptcy follow. The Court of Appeal propose to do this by introducing a new practice. "The safe and, in our opinion, the right course for the court to pursue after notice of an act of bankruptcy on the part of the plaintiff is to direct the money recovered from the defendant to be kept in court until it shall be seen whether the person who is entitled to it is the plaintiff or the representative of his estate."

But such a rule, while it covers the case of a debt due to the plaintiff, does not strictly apply where the plaintiff's claim is to redeem securities. There is now not only the difficulty that he is not entitled to take delivery of the securities, but also the difficulty that he is not entitled to make the payment required for redemption. "In our opinion," said MOULTON, L.J., "the learned judge"—that is WRIGHT, J., in *Re Lawford & Lawrence* (*suprà*)—"failed to realize that by the act of bankruptcy the pledgor disqualified himself from making a tender to his pledgee, and that, therefore, it was not open to the latter to accept the money." But this, it is now held, does not prevent the intervention of the court to prevent any inconvenience from arising through the temporary suspension of the pledgor's title. There may, as in the present case, be an assignee who is not incapacitated from making payments, and the court may direct the pledgee to deliver up the securities on payment by the assignee of the amount due, such securities to be held by him until it is decided whether bankruptcy will follow or not. If bankruptcy follows, the court will, upon equitable principles, relegate the assignee to the position of the secured creditor, and the trustee in bankruptcy will only be permitted to get the securities upon payment of the sum which the assignee has expended in redeeming them. And even where there is no assignee the court might, in exceptional circumstances, to save injury to the bankrupt's estate, sanction payment by the bankrupt himself. The form which such an application would take does not appear to have been suggested, and there might be some little difficulty in practice in working out the principles which have thus been laid down; but the elaborate and careful judgment of the Court of Appeal is obviously intended to provide a remedy for all cases where the suspension of the title of a debtor owing to an act of bankruptcy is likely to cause loss to his estate.

Judge Willis, K.C., is stated to have been seriously ill, but is now much improved, though he is not able to attend to his county court duties.

Mr. Marston F. Buszard, barrister-at-law, who was recently appointed Assistant Judge at Zanzibar, was entertained at a congratulatory dinner at the Imperial Restaurant, Regent-street, last week by a number of his friends on the Midland Circuit. Mr. Hammond-Chambers, K.C., presided, and amongst those present was the Recorder of Leicester (Mr. Buszard, K.C.).

The Education Act, says the *Evening Standard*, must have given its framers a great deal of trouble; the omission about which everybody has been talking was not the only one. There were at least two serious oversights besides. One of these was that the Act repealed in their entirety the Technical Instruction Acts of 1889 and 1891, which applied not only to England and Wales, but to Ireland, the result being that, quite unintentionally, Ireland was deprived of a valuable piece of legislation by an Act which had nothing at all to do with Ireland. Another oversight, not so easy to set right, had to do with the abolition of the school boards and the creation of the new education authorities. A quite unlooked-for result of this change was that in many cases the new authorities found themselves without funds in the first year, or at least with a serious deficiency, and the Government carried through a special measure to make good this defect. Mr. Balfour was exceedingly unfortunate with his draughtsmen. One of them fixed the Local Government elections in Ireland for a Sunday, and they were to take place upon a register which did not come into existence until three days later!

Reviews.

Solicitors' Accounts.

A MANUAL OF BOOK-KEEPING FOR SOLICITORS. FURNISHING A COMPLETE SYSTEM OF ACCOUNTS FOR SOLICITORS. INCLUDING THE TREATMENT OF COSTS AND DISBURSEMENTS, AND CONTAINING A CHAPTER DEALING WITH THE METHOD OF BANKING CLIENTS' MONEYS APART FROM THEIR OWN. By JOHNSON M. WOODMAN, Chartered Accountant. REVISED EDITION. Shaw & Sons; Butterworth & Co.

The subject of solicitors' book-keeping has been brought into prominence of late by the discussions which have taken place upon the separation of clients' and solicitors' money, and by the introduction of book-keeping into the Intermediate Examination. Mr. Woodman observes that solicitors' accounts are perhaps the most simple of those of any class of persons whose money transactions are numerous; and that one danger in writing upon them is lest difficulties should be created where so few exist. But while difficulties may be unnecessary, they easily creep in where there is absence of method, and the author carefully explains the steps which should be taken to preserve the material for bills of costs, and the books which should be kept to insure that the accounts are clear and accurate. The directions given in the text are aided by the elaborate set of illustrative accounts and forms contained in the appendix. Attention may be called to the description in Chapter II. of the method suggested for the record of charges and the arrangement of bills of costs, a method that the author says is the best that his experience can furnish; and the concluding chapter explains how the separate banking accounts for clients and for solicitors' own money should be kept, and the necessary transfers for adjusting the two accounts made.

Torts.

THE ENGLISH AND INDIAN LAW OF TORTS. By RATANLAL RANCHHODDAS, B.A., LL.B., Vakil, High Court, and DHIRAJLAL KESHAVIAL THAKOR, B.A., of Lincoln's-inn. THIRD EDITION. The Bombay Law Reporter Office.

This very thorough treatise on the law of torts is from its form chiefly of importance to Indian lawyers, but it is interesting to note that the second edition is stated to have been exhausted in less than a year. The inclusion of numerous Indian authorities has not diminished the anxiety of the authors to make the work a full guide to English authorities also, and the section on dispossession (p. 282) very usefully refers to the well-known decisions, such as *Davison* v. *Gent* (1 H. & N. 744) and *Asher* v. *Whitlock* (L. R. 1 Q. B. 1), which have established that mere possession gives a title upon which to recover in ejectment against a wrongdoer. The same rule, it appears, has been adopted by the Bombay High Court. The utility of the book is increased by the separate citation of the English and Indian cases, the various propositions which the authors advance being supported first by the English and then by the Indian authorities.

Books of the Week.

Selden Society. Borough Customs. Volume II. Edited for the Selden Society by MARY BATESON, Fellow of Newnham College, Cambridge. Bernard Quaritch.

A Treatise on Order XIV. and the Rules and Practice thereunder and Relating thereto; including the Special Indorsement of Writs under Order III., Rule 6, and the whole Law relating to Summary Judgment; with Forms of Writs, Summonses, Affidavits, &c.; also including the New Rules as to Taxation of Costs in Cases under Order XIV., published by the Practice-Masters in June, 1906; and the Procedure on Appeal to the Judge in Chambers, to the Court of Appeal and to the House of Lords; and a Full Index, Analysing the Law. By ERNEST ARTHUR JELF, M.A., Barrister-at-Law. Horace Cox.

The President of the Probate, &c., Division, shortly before the commencement of the Long Vacation, said that he desired to mention a matter which, in his judgment, affected the proper administration of justice in the court, and with which it had become necessary to deal. He had come to the conclusion that the practice of sketching in the court must be stopped. It caused witnesses to be embarrassed and to be more self-conscious. This acted to their prejudice and interfered with the administration of justice. Pictorial illustration to draw attention to divorce cases was not necessary, and was not in the public interest. The action he proposed to take was done with the full approval of Mr. Justice Bargrave Deane, with whom he had consulted. He desired to make this statement, so that it should be known that no sketching would be allowed on the opening of the Law Courts in October next—at least, so far as his division was concerned.

Cases of the Week.

Before the Vacation Judge.

MAYOR, &c., OF WEST HAM *v.* CUNNINGHAM AND KING. 15th August.

MOTION FOR COMMITTAL FOR DISOBEDIENCE TO ORDER.

Application on behalf of the Corporation of West Ham for the committal of the defendant Cunningham in the above action for disobedience to an order of Phillimore, J., in chambers, made on the 1st of August last. The application was made originally before Ridley, J., in chambers, but was adjourned by him into court in consequence of the decision of the Lord Chancellor in the recent case of *Rex* v. *Governor of Brixton Prison, ex parte Lapierre*, that cases affecting the liberty of the subject must be heard in open court. It appeared that the Corporation was the owner of a piece of land in West Ham, formerly used as a gravel pit, but now filled up and fenced in. The defendant Cunningham, a member of the corporation and a man of some education, and the defendant King, at the head of a body of the unemployed, had, in the month of July, taken possession of this land and established a camp there. Finding persuasion useless, the corporation had issued a writ claiming possession and an injunction, and with it was served a summons for an injunction. This was heard in chambers by Phillimore, J., neither defendant being present, and an injunction was granted forbidding the defendants *inter alia* to enter on the land. A copy of this notice was served on both defendants, then being on the land, and its purport was fully explained to them. On this notice was indorsed the memorandum required by ord. 41, r. 5, warning the defendants that if they neglected to obey the order they would be liable to process to compel them to do so. The defendant King, after protest, left the land, but Cunningham refused to do so, and eventually was forcibly removed. On two subsequent occasions he entered on the land, and was again removed. The present proceedings were then taken. The affidavit in support of the motion for committal did not contain any statement that the above memorandum had been indorsed on the copy of Phillimore, J.'s, order, and it was contended on behalf of the defendant on the authority of *Stockton Football Co.* v. *Easton* (1895, 1 Q. B. 453; 64 L. J. Q. B. 223) that the application must therefore be refused. This being a case affecting the liberty of the subject, he was entitled to take any available objection (*Taylor* v. *Ree*, 68 L. T. 213). It was contended on behalf of the applicants that that case only applied to a writ of attachment, and not to a motion for committal. In the former case a man was required to do something he ought to do, and the court required proof that he had been warned of the consequences of disobedience; but here the order was to refrain from doing something the defendant ought not to do, where he knew all about the order and must have known the consequences of disobedience. At any rate, the rules only applied to a writ of attachment.

SUTTON, J.—When carefully examined I think it will be seen that there has always been a strong distinction between cases of attachment and committal, and I do not think the case cited applies to the latter. I therefore overrule the objection.—COUNSEL, *H. M. Sturges; W. T. Raymond and Wickham.* SOLICITORS, *Hillearys; Andrews & Andrews.*

[Reported by W. L. L. BELL, Esq., Barrister-at-Law.]

Cases of Last Sittings.

Court of Appeal.

EVERALL *v.* BROWN. No. 2. 2nd August.

COUNTY COURT—REMITTED ACTION—COSTS—DISCRETIONARY POWER OF COUNTY COURT JUDGE TO DEPRIVE SUCCESSFUL PARTY OF COSTS—COUNTY COURTS ACT 1888 (51 & 52 VICT. c. 42) ss. 65, 113.

This was an appeal by the plaintiff from a decision of the Divisional Court (Lord Alverstone, C.J., and Kennedy and Ridley, JJ.) dismissing an appeal by the plaintiff from an order of the Judge of the Ludlow County Court depriving him of costs. The case is reported (53 W. R. 665; 1905, 2 K. B. 196). The facts were as follows: An action was brought in the High Court by the plaintiff against the defendant to recover the balance of the price of certain cows. Judgment was given by the master for the plaintiff, under Order 14, for £21 18s. 9d., leave being given to defend as to the balance, £18 1s. 3d., and the action being remitted to the county court as to that balance. There was a counter-claim set up in the county court for £8 1s. 3d. The result of the trial before the judge and a jury was that the plaintiff obtained judgment for £8 1s. 3d. [*sic*] in addition to the amount of the judgment he had already obtained in the High Court, and the defendant recovered £7 8s. 9d. on his counterclaim. In the circumstances it seemed to the judge that he had a discretion as to the costs, and that the proper way to exercise it was to award none. The plaintiff appealed to the Divisional Court against this decision, submitting that in a remitted action the judge had no discretion, but that under sections 65 and 113 of the County Courts Act, 1888, the costs must follow the event. The Divisional Court dismissed the appeal, holding that the county court judge had a discretion, and that there was no reason for interfering with his exercise of it. The plaintiff appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J., said that the court was of opinion that the observations of the Divisional Court in *Aston Tube Works* v. *Dumbell* (52 W. R. 444; 1904, 1 K. B. 535) were perfectly right, and that the Divisional Court in the present case was right in taking the same view. The appeal must, therefore, be dismissed.—COUNSEL, *Bosanquet; St. J. G. Mickelthwait.* SOLICITORS, *Jacques & Co.* for *C. B. Cottam*, Ludlow; *W. C. Tyrrell*, Ludlow.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

***Re* CARDIFF WORKMEN'S COTTAGE CO. (LIM.).** Buckley, J. 3rd and 10th August.

COMPANY—DEBENTURE—REGISTRATION—EXTENSION OF TIME—CONDITIONS TO PROTECT UNSECURED CREDITORS—COMPANIES ACT, 1900 (63 & 64 VICT. c. 48), ss. 14, 15.

Motion. This was an *ex parte* application on the part of the company for an order that the time for registration of certain mortgage debentures in the schedule specified might, pursuant to section 15 of the Companies Act, 1900, be extended until the expiration of fourteen days from the date of the order. The company was incorporated in 1869 under the Companies Acts. Prior to 1897 the company had issued debenture bonds for securing £5,000, which became repayable on the 1st of January, 1898. By a resolution duly passed in 1897 it was resolved that in lieu of the bonds expiring on the 31st of December, 1897, other bonds should be issued—repayable as to £400 in five years, and as to £4,000 in seven years. In 1901 a further debenture was issued for £600, repayable on the 1st of January, 1906, which was duly registered with the Registrar of Joint Stock Companies under section 14 of the Companies Act, 1900. In 1903 the said debenture for £400 was renewed for the period of five years and the new debenture was duly registered. In 1905 it was resolved that the debentures for £4,000 should be renewed for a further term of seven years, and six new debentures amounting to the said sum of £4,000 was duly issued, but were not registered. The above-mentioned debenture for £600 was also renewed for a further term of five years by a resolution passed on the 13th of December, 1905. The new debenture for £600 thus issued was also not registered. It was in respect of these seven debentures that the present application was made to the court. For the company it was urged that the neglect to register these debentures was due to inadvertence. Upon communicating with the registrar they were told that they must apply to the High Court for an order to extend the time for registration. The company was in a sound financial condition; no creditor was suing or threatening to sue the company. No creditor or shareholder would be prejudiced by the order asked for. The form of the order had been settled in *Re J. C. Johnson & Co. (Limited)* (46 SOLICITORS' JOURNAL 498, 50 W. R. 482; 1902, 2 Ch. 111).

BUCKLEY, J.—This is an application under section 15 of the Companies Act, 1900, to extend the time for registration of certain debentures. The decision of the Court of Appeal in *Re Ehrmann Brothers (Limited)* (50 SOLICITORS' JOURNAL 667; 1906, W. N. 169) renders it necessary to consider the question of the unsecured creditors. In *Re Joplin Brewery Co. (Limited)* (46 SOLICITORS' JOURNAL 51, 50 W. R. 75; 1902, 1 Ch. 79) I thought it necessary to add words for the protection of the rights of parties acquired prior to the issue of debentures, and the Court of Appeal in *Re J. C. Johnson & Co. (Limited)* (46 SOLICITORS' JOURNAL 498, 50 W. R. 482; 1902, 2 Ch. 111) had to consider whether words of qualification giving effect to the contractual rights of debentures issued *pari passu* should be added to the order. The court left it open for future consideration whether unsecured creditors were to be protected. In *Re Ehrmann Brothers* the legal effect of the terms imposed in *Re Johnson* were considered, and the court decided that the added words did not protect the unsecured creditors. The question which I have to decide is what conditions seem to me just and expedient as terms to be imposed in an order extending the time for registration. The debentures in respect of which the question is raised were issued in 1905, and persons who had, subsequent to that date, given credit to the company, would have no notice of such debentures, as there would be no entry in the register of debentures. At present the holders of unregistered debentures have as against such creditors no remedy. Is there anything to prevent the company from cancelling these debentures, issuing new ones in their place, and causing the new debentures so issued to be registered within the time fixed by the Act? Such debentures might, of course, be open to attack on the ground of fraudulent preference. This, however, is a danger to which unsecured creditors are always exposed so long as the company is a going concern. The difficulty might be got over by giving notice to some of the creditors of magnitude that certain debentures were to be registered. In the circumstances of the present case I think I may, without the insertion of special words, make an order in the form settled in *Re Johnson*, notwithstanding the fact that it has been decided that that form of order does not protect the unsecured creditor. I make the order accordingly.—COUNSEL, *A. Adams.* SOLICITORS, *Radcliffe, Cator, & Hood*, for *Shirley & Sons*, Cardiff.

[Reported by EDWARD J. M. CHAPLIN, Esq., Barrister-at-Law.]

THE WAJRA KARUR DIAMOND SYNDICATE (LIM.) *v.* MILLER.
Joyce, J. 31st July; 1st and 7th Aug.

PRACTICE—NOTICE OF DISCONTINUANCE OF ACTION—COSTS—DECEASED DEFENDANT—R.S.C. XXVI. 1.

This adjourned summons was brought for the purpose of obtaining a decision of the court as to whether, on the plaintiffs having discontinued an action against the representatives of a deceased defendant, the costs of the deceased defendant should be taxed together with the costs of his representatives. In 1901 the plaintiffs commenced an action to recover 5,000 shares in the Madras Diamond Mining Co. (Limited) then standing

in the names of the defendants Miller and Pfleiderer as trustees for the defendant Abraham. The defendant Pfleiderer gave an undertaking not to transfer the said shares, and thereupon the proceedings against him were stayed and the plaintiffs paid his costs. The defendant Abraham died on the 7th of July, 1902, and by order of court dated the 22nd of July, 1905, a Mr. Marshall was added as legal personal representative of the defendant Abraham, and the action proceeded against him and the defendant Miller. The defendant Miller died on the 26th of October, 1905, and by an order dated the 26th of January, 1906, the defendants Sarah Ann Miller, Charles Richard Steele, and Francis Mortimer were added as representatives of the defendant Miller, and proceedings were directed to be carried on against them. Subsequently the plaintiffs discovered that the cause of action against the defendant Miller as trustee ceased on his death, and they gave notice of discontinuance of action against his said representatives. The defendants sent in a bill of costs which included the costs of the deceased defendant Miller. To this the plaintiffs objected, but their objection was overruled by the taxing master. The point now came before the court for decision. For the plaintiffs it was contended that the words "such defendants" in ord. 26, r. 1, must be read strictly, and that they only apply to the defendants who have actually received the notice of the discontinuance of the action: *Chorlton* v. *Dickie* (28 W. R. 228, 13 Ch. D. 160), *Watson* v. *Holliday* (30 W. R. 747, 20 Ch. D. 780), and *Wymer* v. *Dodds* (23 SOLICITORS' JOURNAL 444, 11 Ch. D. 436). For the defendants it was urged that ord. 26, r. 1, must mean the costs from the beginning of the action, and that the words "such defendants" must include the predecessor or predecessors of "such defendants." The plaintiffs could never have got leave to discontinue without paying the costs from the commencement of the proceedings: *Benge* v. *Swaine* (15 C. B. 784, 3 W. R. Dig. 199), *Boynton* v. *Boynton* (23 SOLICITORS' JOURNAL 831, 4 A. C. 733), and *Re London Drapery Stores* (47 W. R. 118; 1898, 2 Ch. 684).

JOYCE, J., in a considered judgment, said that the order to continue proceedings still stood and had not been discharged. This case should be treated as if an order of the court had been obtained to discontinue, and such an order would only be given on the terms of the plaintiffs paying all the costs. The judgment of Turner, L.J., in the case of *Ellison* v. *Sharp* (15 W. R. 501, 2 Ch. App. 355) applied to this case. The application must be dismissed with costs.—COUNSEL, *Younger*, K.C., and *Ford*; *Hughes*, K.C., and *Methold*. SOLICITORS, *John Bartlett*; *Francis, Miller, & Steele*.

[Reported by P. JOHN BOLAND, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

CAIRNEY & DAVIES *v.* **BACK.** Walton, J. 3rd August.

GARNISHEE ORDER—JUDGMENT CREDITOR—RECEIVER FOR DEBENTURE HOLDER—PRIORITY OF CLAIM—RECEIVER APPOINTED SUBSEQUENT TO MAKING GARNISHEE ORDER ABSOLUTE.

The plaintiff C. advanced in May, 1905, £1,225 to the C. M. Co. (Limited) (£925 of which belonged to the plaintiff and £300 to M., one of the directors of the C. M. Co. (Limited)), and on the 27th of January, 1906, a mortgage debenture was issued to the plaintiff to secure that loan. That debenture charged, *inter alia*, the whole of the capital uncalled on shares issued, and provided that if judgment should be obtained against the company for upwards of £50, and should remain unsatisfied for twenty-one days, or, if the company should make default in the payment of any monies due at the time provided for payment, the plaintiff C. might, by notice in writing, call in the principal monies secured. The plaintiff C. might, at any time after the principal monies secured should become payable, appoint a receiver of the capital charged, and of all calls made in respect thereof. The plaintiff D. was the receiver. On the 8th of February the debenture was registered. The defendant, who was secretary to the C. M. Co. (Limited), brought an action for salary due and obtained judgment. The defendant, who was secretary to another company, paid a sub-secretary, who attended at the offices of the C. M. Co. (Limited) from 10 to 5 o'clock. The defendant called at the office every day, attended board meetings, and on other occasions when required. On the 15th of June, 1906, an order *nisi* was obtained by the defendant to garnishee a sum of money in the hands of the C. Bank of S. belonging to the C. M. Co. (Limited). On the 18th of June notice of the order *nisi* was given to the plaintiff C. On the 25th of June the garnishee order was made absolute. On the 29th of June a receiver was appointed under the powers of the mortgage debenture. The following issues were directed to be tried: (1) Whether the defendant was entitled to £98 3s. 4d. (part of £166 5s. 3d. paid into court by the C. Bank of S. pursuant to a judge's order) by reason of the garnishee order absolute obtained by the defendant on the 25th of June, 1906, or whether the plaintiffs were entitled to such sum under the charge created in the plaintiffs' favour by the C. M. Co. (Limited) on the 27th of January, 1906, by virtue of the appointment of a receiver thereunder on the 29th of June, 1906, and (2) whether the defendant was entitled to be paid four months' salary in priority to the receiver's claim by virtue of the preferential payments in the Bankruptcy Amendment Act, 1897. On behalf of the plaintiffs it was contended that (1) the debenture was issued pursuant to a resolution of the C. M. Co. (Limited), though not appearing in the minutes, signed by two directors and countersigned by the secretary. It was registered and sealed with the seal of the company, and was therefore good. Even if it was irregular the plaintiff (C.) never heard of it: *Duck* v. *Tower Galvanising Co. (Limited)* (1901, 2 K. B. 314). (2) It was a *bonâ fide* advance made by the plaintiff (C.) to the company, and for the purposes of the case the private relations between the plaintiff (C.) and M. might be ignored. The advance was made before action brought by the secretary, and the plaintiff's (C.) rights prevailed over those of the execution creditor. The debenture-holder was to be preferred to the execution creditor: *Norton* v. *Yates* (1906, 1 K. B. 112). It did not matter that the receiver was appointed after the garnishee order had been made absolute: *Geisse* v. *Taylor* (54 W. R. 215; 1905, 2 K. B. 658). The garnishee order absolute did not effect an assignment of the debt: *Re Combined Weighing and Advertising Machine Co.* (38 W. R. 67; 1890, 43 Ch. D. 99); *Re London Pressed Hinge Co.* (53 W. R. 407; 1905, 1 Ch. 576). (3) The defendant was not entitled to preferential payment for £33 6s. 8d., being four months' salary, because (*a*) a secretary of a public company was not a clerk or servant within the meaning of section 1 of the Bankruptcy Act, 1883; and (*b*) because his were not exclusive services: Williams on Bankruptcy (8th ed.), pp. 157-8; *Oldham, Ex parte Miles* (32 L. T. Rep. (O.S.) 181). For the defendant it was contended that (1) the defendant was entitled to preferential payment, being a clerk or servant; (2) the debenture was not a valid document because (*a*) there was no resolution giving power to seal any floating charge and was *ultra vires*. *Duck* v. *Tower Galvanising Co. (Limited)* was distinguishable; (*b*) it was a fraud on creditors. There was no registration for some time, and others might be led to believe that no such charge existed: *Re Jackson & Bassford* (Weekly Notes, July 21, 1906). (3) The garnishee order absolute gave the defendant an immediate right, and but for an *ex parte* order staying the bank's hands the sum would have been paid: *Robson* v. *Smith* (1895, 2 Ch. 118) was referred to.

WALTON, J., held: (1) That the order absolute did not give any further effect to the order *nisi* so far as a charge was concerned. The order *nisi* created the charge. *Robson* v. *Smith* did not apply. The plaintiff's (C.) rights prevailed over the defendant's in respect of the garnishee proceedings. The order absolute no more than the order *nisi* operated to transfer the debt; (2) the preferential payment mentioned in the Act meant to refer to the rendering of personal services. The defendant did not perform such personal services; he provided some one else to do them. Judgment for plaintiffs.—COUNSEL, *Crawford* and *Henn Collins*; *Maurice Hill*. SOLICITORS, *Travers, Smith, Braithwaite & Co.*; *James Ballantyne*.

[Reported by W. T. TURTON, Esq., Barrister-at-Law.]

Legal Proceedings under the Companies (Winding-up) Act, 1890, and the Companies Acts, 1862 to 1900.

THE following is the Report by the Solicitor to the Board of Trade upon the above subject:

(A) PROCEEDINGS UNDER THE COMPANIES (WINDING-UP) ACT, 1890.

The proceedings conducted by me under the Companies (Winding-up) Act, 1890, during the year 1905 comprised (1) applications in the High Court of a miscellaneous character, to which official receivers were parties, and (2) proceedings (*a*) in the police court against liquidators who had made default in rendering their accounts, and (*b*) in the High Court against liquidators from whom moneys were due to the companies liquidation account.

1. *Application to which Official Receivers were parties.*—An application was made by a creditor and contributory of a company which was in course of compulsory liquidation for an order directing that all procedings under the winding-up order should be stayed on the ground that negotiations were pending with a view to a scheme of arrangement for the settlement of the company's liabilities. The scheme proposed was dependent upon an advance of a large sum of money to the company, but the proposed lenders had merely given a conditional consent to lend the money. It was therefore suggested on behalf of the official receiver that the application to stay the proceedings was premature, although in view of the fact that there appeared to be no ground for asking for an order for the public examination of the persons connected with the company, there was no objection on the part of the official receiver to stay of proceedings, if a scheme of arrangement could be formulated with a reasonable prospect that it would be carried through. An order was accordingly made directing the official receiver to refrain from selling the company's assets pending the submission of a scheme, leave being reserved to him to apply to the court to remove the restraint in the event of the suggested scheme not being presented for the approval of the court within a reasonable time. The scheme was in due course submitted to the official receiver, but was not proceeded with, as the negotiations for the loan to the company, upon which it depended, fell through. The order restraining the official receiver from realising the company's assets was consequently rescinded upon a subsequent application made on behalf of the official receiver.

2. A motion was brought by a person who claimed to be a creditor and contributory of the company in liquidation for an order reversing the official receiver's decision, by which the applicant's proof was rejected for the purposes of voting at the meeting of creditors held to consider whether application should be made to the court to appoint a liquidator in place of the official receiver. The applicant (who desired the appointment of his nominee as liquidator) claimed to be a creditor for more than £1,000, but so far as could be gathered from the imperfectly kept books of the company (for which as managing director, the applicant, was responsible) not only was there no debt due to him, but he was himself a debtor to the company. Upon this ground the official receiver rejected the proof for voting purposes,

with the result that the proposal for the appointment of the applicant's nominee as liquidator was not supported by the requisite majority of creditors. The official receiver in due course reported the facts to the court, and issued a summons for directions with regard to the liquidatorship. After hearing the applicant at some length the registrar came to the conclusion that it was desirable that the company's affairs should be investigated by the official receiver rather than by the applicant's nominee, and accordingly he made an order under which the official receiver remained liquidator. Notwithstanding the registrar's decision, the applicant proceeded with his motion, which subsequently came before Mr. Justice Buckley, who was of opinion that in the circumstances the motion was idle and useless, and he therefore dismissed it with costs.

3. The applicant in the last mentioned case also applied to the court for an order giving him leave to inspect certain documents in the possession of the official receiver relating to the affairs of the company. The documents in question consisted of the official receiver's notes and memoranda of statements made orally to him by persons connected with the company, and it has been held that there is no right of inspection of such documents, even by a liquidator. The application in the present case was, therefore, dismissed.

The above cases are the only ones to which it appears necessary to refer in detail.

2. *Proceedings by the Board of Trade against defaulting liquidators.*—In 212 cases I was instructed to take proceedings against liquidators who had made default in rendering accounts of their receipts and payments, but in 206 of such cases the required accounts were obtained without the necessity of proceedings. In the remaining cases police-court summonses were issued and substantial fines imposed upon the persons concerned. In addition to the above, five liquidators made default in paying over moneys to the companies' liquidation account, and proceedings had to be taken to enforce payment, which were successful in every instance. The only case which presented any unusual features was one in which the demand by the Board of Trade for payment of the amount due to the companies' liquidation account was resisted by the liquidator upon the ground that an order had been made by the court directing him to set aside a certain amount to answer certain contingent claims. It was contended that the effect of that order was that the money in question ceased to be "undistributed assets of the company" and was consequently not payable into the companies' liquidation account, but this contention was overruled. In the same case the liquidator applied for an order giving him leave to retain the moneys shown to be in his hands, notwithstanding that they had remained undistributed for upwards of six months, but the court held that in view of the peremptory provisions of the section there was no power to accede to the application.

(B) Proceedings by the Board of Trade against Companies in default in Filing Returns under the Companies Acts, 1862 to 1900.

During the year ending the 31st of December, 1905, I have had reported to me about eight hundred companies for default in filing the various returns, and in giving notices required by the provisions of the Companies Acts, 1862 to 1900. Out of this number it was found necessary to institute proceedings in fifty-five cases. Forty-seven convictions were obtained in respect of defaults under section 26 of the Companies Act, 1862, as amended by section 19 of the Companies Act, 1900, and three convictions were obtained in respect of defaults under section 45 of the Companies Act, 1862, as amended by section 20 of the Companies Act, 1900. It did not become necessary to take any proceedings in respect of defaults under section 40 of the Companies Act, 1862.

R. Ellis Cunliffe, Solicitor to the Board of Trade.

Board of Trade, June, 1906.

Some Reasons Against Registering Land at the Land Registry.

[The following paper was approved by the Council of the Law Society on the 1st of June last.]

The question of land transfer affects the owner of a small building plot as much as the owner of thousands of acres. Both are landowners. The majority of sales and purchases of land are for sums under £500. There are two systems of transferring land in England, one by private deed, which can be completed where and when most convenient to the parties; the other by entry in an official register, which must be done at a public registry office between specified and restricted hours, and usually at a distance from the purchaser's place of business. The actual transfer of land is as simple as the transfer of ships or shares, but inasmuch as the owner of land can deal with it in ways denied to the owner of ships or shares, and can create interests of a far more complicated character, more inquiry is necessary in the former case than in the latter in order to ascertain whether the owner is free to transfer. This inquiry is known as investigation of title. Reforms in the private deed system made within the last twenty-five years have done much to simplify investigation of title, and it is most exceptional for the completion of a sale to be delayed on account of such investigation. A registration system which could do away with investigation of title by substituting therefor a register of owners of land with particulars of the properties they own, and of all easements, conditions, mortgages, and other incumbrances which affect them, might be useful, but in England such a system has not been attempted. The compilation of an accurate register is costly, and in England, in order to save expense, the real difficulties of registration have been slurred over. For instance, the register shews only general, not exact, boundaries, and leaves unnoticed such important matters as crown rents, land tax, tithe, rights of way, rights to mines and minerals, building covenants, and leases not exceeding twenty-one years. These have to be discovered by a separate investigation, so that a purchaser cannot by an inspection of the register ascertain what he is purchasing; in fact inquiry as to title is still necessary, and will continue necessary notwithstanding registration. A register has been established in Australia since the year 1858 and in England since the year 1862. In Australia outside large towns it has achieved a fair measure of success; in England it has been a complete failure. As the two systems differ in essential particulars, it is futile to attempt to support the English system by reference to the Australian system. A recent writer on registration in Australia says that the English system is a trap for the unwary. Some of the differences may be noted. In Australia every landowner on the register has a good title; in England a registered title may be good or bad, or no title at all. In Australia boundaries are exactly defined; in England they are defined only generally. In Australia transactions within the Act not registered have no validity; in England they have equal validity with registered transactions. In Australia the register and every transaction on it are open to the public; in England they are not open. In Australia registration is compulsory as to lands granted, in recent years, by the Crown, which are, for the most part, considerable areas outside large towns; in England registration is compulsory only in the county of London, where land is sold by the foot. It is essential, therefore, to remember, when reference is made to the success of the Australian system (or, as it is often called, the "Torrens System," from Sir R. Torrens, its founder), that the Torrens system is essentially different from the English system, and that Sir R. Torrens himself, when he became an English landowner, declined to register in England. The English registry system, moreover, differs in essential particulars from the Continental system, with which it is also compared. The Continental registration systems are based on a survey for taxation purposes known as the cadastral survey, with which there is nothing in England to correspond; the maps are marvels of accuracy, and the boundaries of every property are absolutely defined. To bring the English ordnance map up to the same pitch of accuracy, without which registration is illusory, would take years to accomplish and cost millions of money. Seeing that is not required for taxation purposes, it would not be reasonable to charge the cost to the general tax-payer; if it is done, therefore, it will have to be paid for by the landowners. In England people much prefer to manage their own affairs in their own way. Those who are familiar with Inland Revenue officials and Government inspectors will hardly be anxious to create a new class of officials in every country town who will know every purchase, sale or mortgage made. It is absurd to suggest that registration prevents fraud. The Bank of England and the great railway companies can bear witness to the contrary. Frauds occur on the Continent and in Australia, where the utmost publicity is given to transaction on the land register. Are they likely to be less frequent in England? The registry regulations in some respects tend to facilitate fraud, for they allow of a person being registered with a possessory title without any reference to the fact that his property is heavily encumbered and a person may be registered with "a good leasehold title" who has no title whatever. It is stated that the Registry has an indemnity fund against fraud. The landowners, however, are charged higher fees in order to provide this fund, and a person is not to be entitled to indemnity for any loss where he has "caused or substantially contributed to the loss by his act, neglect, or default." It is difficult to say what frauds will be covered. In a leading case in Australia, which ultimately came before the Privy Council on the appeal of the registrar, it was held that mortgagees who had accepted a forged transfer which had been entered on the register had no claim against the indemnity fund on the mortgage being declared invalid. A similar case recently before the English courts has also been decided against the claimant. The registration system was in operation in England as a voluntary system from 1862 to 1897, and failed to attract landowners. It was nevertheless made compulsory in 1898 in the county of London through the efforts of the officials concerned, and notwithstanding the protests of London landowners. Its failure is no less apparent, and returns of the business done, which were granted for several years, have now been refused. Who can speak with greater authority than the directors of the great building societies; they condemn registration in the strongest possible terms. It is in large towns that its defects are most apparent. The experience of registration in Australia and in the United States confirms this. Wherein does the alleged saving to landowners from registration come in? A conveyance costs a purchaser on an average 1 per cent., or less. Is his time of no value, that he is to employ it in personal attendance at a registry office making searches, filling up forms, and paying fees! The Land Registry fees are substantial, and tend to increase, so that the most that a purchaser can hope for if he carries through his own purchase is to save a fraction of 1 per cent. As a matter of practice, how many ships or shares are bought without employing a skilled agent to carry through the transaction, and is it likely that a purchaser of land, in order to save a fractional commission, will want to understand the 345 rules and 72 forms affecting the practice of the Land Registry? There is no demand for the registration system in England. What attention it receives is due to official advertising. If it possessed any real merit it would have been adopted voluntarily by landowners, and especially by the owners of small plots, years ago under the lead of the great building societies and land companies, which know perfectly well what is for their own interests. Even in Australia, where there is a much better system, it does not oust the private deed system. There is no reason why landowners who desire it should not have an alternative system to the present system of transfer by private deed. The objection is to compelling those to use an official register who do not want

it, and particularly in compelling them to use it when a trial of upwards of thirty-five years has shown that it cannot compete in cheapness, safety, accuracy and despatch with the private deed system.

Obituary.

Mr. J. M. Yetts.

We regret to announce the death, on the 9th instant, at Sebton House, West Norwood, of Mr. Joseph Muskett Yetts, late of 56, Lincoln's-inn Fields, and of the Rookery, Carlton, Saxmundham, solicitor, in his ninetieth year. Mr. Yetts was admitted in 1839, and up to his death took out his practising certificate.

Legal News.

Appointment.

Mr. H. Lister Reade, solicitor, of Congleton, has been appointed Clerk to the County Justices for the Congleton section of the Middlewich and Sandbach Petty Sessional Division.

Change in Partnership.

The business of Mr. Henry L. Reade, solicitor, of Congleton, will in future be carried on by Mr. Henry Lister Reade, and Mr. William Parsons Reade, M.A., LL.M., under the style of H. L. and W. P. Reade, at Congleton, Cheshire.

Dissolutions.

Richard Harris, Horace Charles Garrod, and Richard Granville Harris, solicitors (Harris, Garrod & Harris), Wells. Aug. 10. The said Richard Harris and Richard Granville Harris will continue practice as solicitors at the above-named address under same style or firm name.

John Edward Shaw and Ernest Edward McColm, solicitors (Shaw & McColm), Greenwich. July 1. [*Gazette*, Aug. 14.

Admission.

Messrs. Wontner & Sons, Solicitors, London, have taken into partnership Mr. Elliot Francis Barker, B.A. (Trinity College, Cambridge), who has been associated with them in business for nearly four years.

General.

Judges in this weather may, says the Paris correspondent of the *Daily Telegraph*, be forgiven not only for nodding, but for joking about it. A lately-fledged counsel had been holding forth for hours on an arid case of a disputed will in the heavy atmosphere of the French civil courts. French law provides three judges for such matters, but in this instance only one of the three was at all awake. Counsel stopped suddenly in the midst of a flow of eloquence, the end of which was not in sight, and said, in a voice betraying vexation, "Monsieur the President of the Court, I will resume my address when Messieurs the other two Judges have awakened." The presiding judge looked indulgently from side to side at his two colleagues, and softly replied, "Possibly, Maître, they will awaken when you have finished."

Rarely have the judges, says a writer in the *Globe*, commenced the Long Vacation with such a heavy list of cases undisposed of. In the Court of Appeal, where, notwithstanding the temporary assistance of the Lord Chancellor, very little progress was made during the past sitting, nearly 300 cases stand for hearing; in the King's Bench Courts, where, owing to election petitions and other causes, the rate of progress was abnormally slow, some 500 cases, including those in the Divisional Court, have been left unheard. Happily, a judge's enjoyment of his holiday does not depend upon the state of his list. If the holidays were capable of being disturbed by thoughts of arrears, only the members of the Judicial Committee could rely upon a perfect vacation. Not one of the appeals that stood in their list at the beginning of the sittings has been left unheard.

Mr. P. F. Rouse, writing to the *Times* under date the 11th of August, says, "every now and again in the Press reference is made to the risks which are attendant on "kissing the Book" in the witness-box; and sometimes even the judges comment upon the subject. Yesterday, while I was waiting in one of the King's Bench Courts for a case in which I was interested to be called on, a defendant on a judgment summons went into the witness-box. Before he was sworn his counsel read a medical certificate stating that the witness was being treated for sycosis of the lips, and, moreover, it was perfectly clear even at the back of the court that he was suffering from some horrid complaint about the mouth. Notwithstanding this, the judge allowed the witness to be sworn in the usual way by kissing the Book. It really made me shudder to think what the consequence might be to those who kissed the same Book subsequently, so much so that I feel the occurrence should have publicity, thereby perhaps hastening the day when all oaths will be administered with uplifted hand. It is well that all persons should be made aware that they are even now entitled to be sworn in this manner."

Mr. Justice Bigham, sitting at the Birmingham Assizes, was, says the *Evening Standard*, interrupted by the sound of hammering, and ordered an official to "go outside and bring the hammerer in, and make him bring his hammer with him." The man, who was found on the top of an adjoining building, was taken into court and told to stop there.

Judge Percy Gye, speaking at the close of a recent special sitting of the Isle of Wight County Court (arranged by him to clear off arrears) with reference to the repeated adjournment of cases owing to pressure of court business, said, according to the *Times*, that he was not responsible for the condition of the work of the court, but the Legislature or the Treasury were for not allowing the Registrar to take small cases. The result was that the judges had trumpery cases, besides the heavy cases, put upon them, and they were quite unable to deal with them all. He should like the inconvenience to suitors to be brought in a forcible way before the authorities. He wished some gentleman practising before him would make a formal complaint to the Treasury of the pressure of business, and he should be much obliged if any sort of notice of the matter could be sent to the London newspapers. The work was getting much more complicated and heavy, and no facilities were being given for its being carried on.

A sad bathing accident occurred at Sutton-on-Sea last week. Mr. William Wooding Nelson, solicitor, of Alfreton, Derbyshire, with his wife and family, arrived on Saturday at Sutton, where his brother, Mr. John James Nelson, solicitor, of Alsager, Cheshire, and his wife were also staying. The brothers went for a bathe from a tent on the beach, taking with them Mr. William Nelson's thirteen-year-old son Reginald. The tide was coming in, but there was a strong under-current, and the two men, who bathed near the shore, observed the boy, who was bathing further out, to be in difficulties. None of the party could swim well, but both men started off to help the boy. Mr. James Nelson became exhausted and turned back. As he passed his brother he remarked that they could do no good, as the boy had been carried too far. The boy's father, although an indifferent swimmer, still continued swimming out to sea in the hope of saving his boy. Not long after he himself was observed to be in difficulties, and a bathing-van proprietor went out and succeeded in bringing him back to shore, but he died shortly after being brought out. Mr. Nelson was admitted in 1886. He was forty-two years of age, and was clerk to the Alfreton Bench of magistrates, the South Normanton Urban Council, and the South Wingfield Council schools.

It sometimes happens, says the *Law Magazine and Review*, that considerable difficulty is found in supporting a rule of law which has become firmly embedded in the text-books, but which rests only upon an old decision, and has not for many years come under review. Such a difficulty arose in the Irish case of *Eivers* v. *Curry* (1906, 1 Ir. R. 386). It is a general rule in the construction of wills that a legacy to a person appointed executor is *primâ facie* conditional on his accepting the office. It has, however, been stated in all the most authoritative text-books that this rule does not apply where the gift is residuary, and that in that case the donee is *primâ facie* entitled whether he proves the will or not. This exception rests upon a statement by Shadwell, V.C., in *Griffiths* v. *Pruen* (11 Sim. 202), decided in the year 1840; and in that case the Vice-Chancellor says that he had "always understood" the rule to be that "where either a general or specific legacy is given to an executor, he must prove the will in order to entitle himself to it; but that does not apply to the case of a residue." The exception so stated was applied in one or two other cases decided about the same time, but since then it does not appear to have been formally adopted in any reported case. The soundness of the alleged exception was now challenged, and the Master of the Rolls declined to follow it, principally on the ground that an apparently contradictory decision of Lord Cottenham's in *Barber* v. *Barber* (3 My. & Cr. 688) shewed that the matter was still open. The Court of Appeal, however, reversed this decision, being of opinion that there was no ground for holding that Shadwell, V.C., had not correctly stated a rule of law with which he must have been familiar, and also thinking that even apart from his authority there were sensible reasons for the exception. The result, therefore, is to establish the authority of *Griffiths* v. *Pruen*.

To Executors.—Valuations for Probate.—Messrs. Watherston & Son, Jewellers, Goldsmiths, and Silversmiths to H.M. The King, 6, Vigo-street (leading from Regent-street to Burlington-gardens and Bond-street), London, W., Value, Purchase, or Arrange Collections of Plate or Jewels for Family Distribution, late of Pall Mall East, adjoining the National Gallery.—[Advt.]

Winding-up Notices.

London Gazette.—Friday, Aug. 10.

JOINT STOCK COMPANIES.

Limited in Chancery.

Cirencester Hotel Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before Sept 3, to send their names and addresses, and the particulars of their debts or claims, to Robert William Ellett, Cirencester

Competitions Publishing Co, Limited—Creditors are required, on or before Sept 8, to send their names and addresses, and the particulars of their debts or claims, to Albert Wilmott, 14, Old Jewry chmbrs

Empire Electric Light and Power Co, Limited—Petn for winding up, presented Aug 7, directed to be heard Aug 22. Buck & Co, 45, Lincoln's inn fields, for Sale & Co, Manchester, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 21

GLAMORGAN SPELTER Co, LIMITED—Creditors are required, on or before Sept 29, to send their names and addresses, and the particulars of their debts or claims, to Richard Garnaut Cawker, 22, Wind st, Swansea. Ingledew & Co, Swansea, solors for liquidator

SELBY BRICK Co, LIMITED—Creditors are required, on or before Sept 22, to send their names and addresses, and the particulars of their debts or claims, to John Rich Smart, Queen st, Peterborough

WREXHAM PUBLIC HALL AND CORN EXCHANGE Co, LIMITED—Creditors are required, on or before Sept 1, to send in their names and addresses, and the particulars of their debts or claims, to Geo Bevan, 3, Queen st, Wrexham

UNLIMITED IN CHANCERY.

HALESOWEN RAILWAY Co—Creditors are required, on or before Sept 29, to send their names and addresses, and the particulars of their debts or claims, to George Rae Thomson Fraser, 31, Copthall av

London Gazette.—TUESDAY, Aug. 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BIRKENHEAD INSTITUTE LIMITED (IN LIQUIDATION)—Creditors are required, on or before Sept 12, to send their names and addresses, and the particulars of their debts or claims, to William Francis Terry, Central bldgs, North John st, Liverpool

EURAFRICAN Co, LIMITED—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to Robert John Sissons, 9, Austin Friars. Maxwell & Dampney, Bishopsgate st Within, solors for liquidator

HORNE, BLACK, & Co, LIMITED—Creditors are required, on or before Sept 10, to send in their names and addresses, with particulars of their debts or claims, to William Henry Clayton, 17, Saltergate, Chesterfield

JOHN CAVE & SONS, LIMITED—Petn for winding up, presented Aug 7, directed to be heard Aug 22. Pakeman & Read, 11, Ironmonger ln, solors for company. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 21

MOSELEY BRICK Co, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Sept 20, to send their names and addresses, and the particulars of their debts or claims, to W. Vincent Vale, Darlington st, Wolverhampton. Baker & Meek, Willenhall solors for liquidator

WILLIAM BROWN & Co, LIMITED—Creditors are required, on or before Aug 22, to send their names and addresses, and the particulars of their debts or claims, to James Henderson, 19, Longford pl, Victoria pk, Manchester

The Property Mart.

Result of Sale.

REVERSIONS, LIFE INTEREST AND LIFE POLICY.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 817) of the above-named Interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold at the prices named, the total amount realized being £2,865.

LIFE INTEREST in £300 per annum	Sold	£325
REVERSION to £800 10s.	,,	535
ABSOLUTE REVERSION to about £4,000	,,	1,250
LIFE POLICY for £400	,,	255

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug 10.

ADKINS, GEORGE, Barston, Hampton in Arden, Warwickshire, Licensed Victualler Sept 24 Riddell v Adkins, Kekewich, J Knight, Gray's inn sq

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug 10.

ANDREW, ANN MARIA, Douglas, I of M Sept 1 Clayton & Co, Ashton under Lyne

BREWER, JAMES, Tunbridge Wells, Carpenter Aug 24 Buss, Tunbridge Wells

CAHN, IGNACE, Westbourne ter, Hyde Park Sept 29 Budd & Co, Bedford row

CHAMBERS, JAMES, Stanton by Dale, Derby Oct 1 Acton & Marriott, Nottingham

CHASTENEY, JOHN EVERSON, Southtown, Gt Yarmouth Aug 18 Burton & Son, Gt Yarmouth

CLARKE, HENRY WILBERFORCE, Liguria, Italy Sept 10 Belfield, Kensington sq mansion

COPLESTON, MARY, Spencer hill, Wimbledon Sept 12 T B & W Nelson, Cannon st

CRABTREE, THOMAS, Urmston, Lancs Aug 31 Parkinson & Co, Manchester

DRINKWATER, JAMES, Toxteth pk, Liverpool Sept 21 Hore, Liverpool

ELSTON, CHARLOTTE, Bishops rd, Victoria pk Sept 11 Crossfield & Co, Hackney rd

HART, HARRIET, Little Bridgeford, Stafford Oct 1 Russell & Son, Lichfield

HIRD, HENRY GEORGE, Rev, Halifax Sept 15 Storey & Co, Halifax

HORSLEY, ANN READ, Barmouth, Merioneth Sept 10 Tweddle, Liverpool

HOWE, EMMA, Long Buckby, Northampton Sept 10 Browne & Wells, Northampton

KIDDER, ARTHUR PERCY, Ilford ln, Essex Oct 11 Blaker & Son, Lewes

LEWIS, MARY ANN, Mayola rd, Lower Clapton Aug 31 Liddle & Liddle, King William st

LUMB, THOMAS, Stainland, nr Halifax Sept 19 Longbotham & Sons, Halifax

MCKERRELL, EMILY PAULINE, Queen's mansions, Victoria st Sept 7 Freeman & Co, Cannon st House

MARTIN, WILLIAM, The Heugh, nr Brampton, Cumberland Oct 1 Brown & Son, Newcastle upon Tyne

PEACOCK, ELIZABETH, Lowestoft, Ladies' Outfitter Sept 2 Johnson, Lowestoft

ROBINSON, MARGARET ELIZABETH, Windermere, Westmorland Oct 1 Milne, Kendal

SYMART, MARIE JOSEPH PAUL LOUIS DUMAS, Brest Sept 7 Maddison & Co, Old Jewry

SYMNS, JOHN EDWARD, Woodford, Essex Sept 12 Calder-Woods & Pethick, Lancaster pl, Strand

TESSIMAN, JOHN, Grindleton, Yorks Sept 10 Lancaster, Blackburn

THAIN, WILLIAM FARMAN, Lowestoft, Basket Maker Sept 2 Johnson, Lowestoft

THORP, GEORGE SMITH, York, Grocer Sept 8 W & K E T Wilkinson, Yorks

WARREN, MARIA, Fawcett st, Redcliffe gdns Sept 1 Lee & Pembertons, Lincolns inn fields

WARWICK, GEORGE, Barton upon Humber Sept 21 Goy & Co, Barton upon Humber

WIGGIN, FRANCIS HOLME, Norwood, Ceylon, Planter Sept 20 Nalder, Shepton Mallet

London Gazette.—TUESDAY, Aug. 14.

ATTWELLS, SARAH GEORGINA, Reading Sept 12 Martin & Martin, Reading

ATTWOOD, WILLIAM HENRY, Hailsham, Sussex, Builder Sept 30 Hillman, Lewes

BAKER, GEORGE, Willenhall, Staffs, Solicitor Aug 22 Baker & Meek, Willenhall

BOOKER, ALFRED, Bamford, Derby Sept 24 Pye-Smith & Barker, Sheffield

BRADBURY, THOMAS HAIGH, Bradley, nr Huddersfield Sept 11 Laycock & Co, Huddersfield

BURT, NABOTH ALBION, Downleaze, Sneyd Park, nr Bristol Sept 29 Watkins & Co, Bristol

CUMBERBATCH, LAWRENCE TRENT, Iowa, USA Oct 1 Guscotte & Co, Essex st, Strand

DEWE, JAMES, New Windsor, Berks Sept 15 Dunford & Gale, Windsor

DOGGETT, RICHARD, Hampstead June 16 Hazard & Pratt, Harleston, Norfolk

EWALD, JULIANA MARGARETHA, South Cave, York Sept 30 Crust & Co, Beverley

EWART, Captain FRANK ROWLAND, DSO, Lagos, British West Africa Feb 9 Bolton & Co, Temple gdns

FLINT, HENRY, Wigan Oct 10 Smith, Wigan

GREEN, JANE, Levenshulme, nr Manchester March 1 Heywood & Co, Manchester

GREG, WALTER, Manchester, Solicitor Oct 5 Cunliffe & Co, Manchester

GREGORY, VINCENT, West Kirby, Chester Sept 22 Peacock & Co, Liverpool

HATCH, EDGAR LIONEL, East Dulwich Sept 26 Burton & Son, Bank chmbrs, Blackfriars rd

HIGGINSON, ARTHUR, Penywern rd, Earl's Court Sept 9 Snow & Co, Gt St Thomas Apostle

HILLS, PERCY, Richmond rd, Dalston Sept 22 Houghton & Son, Finsbury pvmt

HISLOP, ALEXANDER, Jarrow, Durham, Clothier Sept 28 Stobo & Livingston, Jarrow on Tyne

HODGSON, NATHANIEL PEARCE, Palmer's Green, Middlesex Sept 30 Wilson & Co, Copthall bldgs

HOPKINS, JOHN, Ledbury, Hereford Sept 29 Garrood, Ledbury

JACOBI, LOUISA ANN, Ickburgh rd, Upper Clapton Sept 15 Hubbard & Co, Cannon st

JEFFERSON, SARAH REBECCA, Hendon Sept 10 Welman & Sons, Westbourne grove, Bayswater

KRAUSE, MARY ANN, Liverpool Sept 29 Taylor, Liverpool

MCGURK, MARY ANNE, Newcastle upon Tyne Sept 12 Burns, Newcastle upon Tyne

MARTIN, HENRY, Butcher, St Leonard's on Sea Sept 15 Ellis, St Leonard's on Sea

MORGAN, THOMAS, Swansea Sept 14 Hartland & Co, Swansea

O'BRIEN, Sir GEORGE THOMAS MICHAEL, KCMG, Sydney pl, Kensington Oct 10 Hartland & Son, Bridlington

PHILLIPS, MARY, Stoke, Coventry Sept 26 Seymour, Coventry

RICHARDSON, Sir THOMAS, Kirkleavington Grange, York Sept 30 Munns & Longden, Old Jewry

RIDGWELL, MARY ANN ELIZABETH, Thaxted, Essex Sept 4 Wade & Co, Dunmow, Essex

ROBARTS, HARRY OCTAVIUS WARWICK, Lucknow, Oudh, India Sept 9 Maddison & Co, Old Jewry

ROSS, PHEBE ELLEN, Walsall Aug 22 Baker & Meek, Willenhall

ROWE, JOSEPH, Hyde, Chester, Station Master Sept 12 Watts, Hyde

RUSSELL, JAMES, Croydon Oct 10 Ormerod, Croydon

SCRUBY, TRYPHENA, Cambridge Sept 22 Smart, Cambridge

STOCK, MERCY, Midsomer Norton, Somerset Sept 21 Nalder, Shepton Mallet

STOREY, JONATHAN PETER, Childers st, Deptford Sept 12 Sandom & Co, High st, Deptford

TERRY, EDWARD LADD, Bobbing, Kent, Wheelwright Winch & Co, Sittingbourne

VERNON, Rev FREDERICK WENTWORTH, Clevedon, Somerset Sept 29 Burges & Sloan, Bristol

WHARTON, ELLEN, Earlestown, Lancaster Sept 15 Davies & Co, Warrington

WHITTINGHAM, JAMES, Chorlton cum Hardy, Manchester Sept 18 Bowden & Livesey, Manchester

WILSON, ELIZABETH BUTLER, Teignmouth Sept 15 Hutchings & Hutchings, Teignmouth

WOOLDRIDGE, BENJAMIN, Stourbridge, Auctioneer Sept 29 Travis & Sheldon, Stourbridge

Bankruptcy Notices.

London Gazette.—FRIDAY, Aug. 10

RECEIVING ORDERS.

ABRAHAMS, MARK, Pontmorlais, Merthyr Tydfil, Tailor Merthyr Tydfil Pet Aug 6 Ord Aug 8

CLEMANS, WILLIAM, GEORGE, Upton ln, Forest Gate, Butcher High Court Pet Aug 7 Ord Aug 7

CRANE, GEORGE, St Peter, Norfolk, Coal Dealer King's Lynn Pet Aug 8 Ord Aug 8

CRISP, EDWARD BLAND, Whitehaven, Butcher Whitehaven Pet Aug 7 Ord Aug 7

CROOK, JOHN, Netley Abbey, Southampton, Bootmaker Southampton Pet Aug 8 Ord Aug 8

CUNDEY, GEORGE HOPE, Wellgate, Rotherham, Yorks, Plumber Sheffield Pet July 19 Ord Aug 8

CURTEIS, ROBERT WOODWARD SUTTON, Stepney High Court Pet June 13 Ord Aug 7

DIXON, CORNELIUS WILLIAM JOHN, Witton, Aston, Birmingham, Assistant Proof Master Birmingham Pet Aug 4 Ord Aug 4

ELLIOTT, OWEN, Beeston, Notts, Painter Nottingham Pet Aug 8 Ord Aug 8

ELLIOTT, THOMAS, Byker, Newcastle on Tyne, House Painter Newcastle on Tyne Pet July 24 Ord Aug 7

FLETCHER, THOMAS, Bolton, Cotton Spinner Bolton Pet Aug 8 Ord Aug 8

HORA, EDITH ROSE GREY, Wells next the Sea, Norfolk, Licensed Victualler Norwich Pet Aug 4 Ord Aug 4

HOWARD, ALFRED, South Reddish, Lancs, Grocer Stockport Pet Aug 7 Ord Aug 7

JACQUES, CHARLES ALBERT, Chorlton cum Hardy, Manchester, Solicitor Manchester Pet Aug 2 Ord Aug 2

JAMES, S S, Newark, Notts, Horticultural Builder Nottingham Pet July 27 Ord Aug 8

JOHNSTONE, HUGH ALFRED EVANS, Huyton, Lancs, Forwarding Agent Liverpool Pet Aug 8 Ord Aug 8

JONES, BEN, Ammanford, Carmarthen, Cabinet Maker Carmarthen Pet Aug 4 Ord Aug 4

LANCASTER, JOHN, Manchester High Court Pet May 25 Ord Aug 8

LEDGER, CHARLES, Sale, Cheshire, Market Gardener Manchester Pet Aug 4 Ord Aug 4

MANNING, WILLIAM, Croydon, Builder Croydon Pet Aug 2 Ord Aug 2

MARTIN, ALFRED, Little Chester, Derby, Licensed Victualler Derby Pet Aug 7 Ord Aug 7

MARTIN, JOHN, Bitterley, near Ludlow, Farmer Leominster Pet July 10 Ord Aug 8

MENDELSOHN, ELIZA, South Marsden, near Swindon, Tailor High Court Pet Aug 8 Ord Aug 8

NICHOLSON, G C R, Mainpuri, India, An Indian Civil Servant High Court Pet March 5 Ord Aug 8

OWEN, RICHARD, Rue la Bootie, Paris High Court Pet July 2 Ord Aug 1

PARTINGTON, GEORGE, Runcorn, Chester, Grocer Warrington Pet Aug 8 Ord Aug 8

RICHARDS, ALFRED EDWARD, Welshpool, Montgomery, Maltster Newtown Pet Aug 8 Ord Aug 8

ROBERTS, GEORGE, Nowl Park, Keighley, Yorks, Fish Salesman Bradford Pet Aug 8 Ord Aug 8

SAMSOME, PERCY WILKINS, Newport, Artificial Teeth Specialist Newport, Mon Pet Aug 7 Ord Aug 7

STEVENS, JOHN, Caerau, Maesteg, Glam, Collier Cardiff Pet Aug 8 Ord Aug 8

TEASDALE, ROBERT, sen, Darlington, Spring Maker Stockton on Tees Pet Aug 7 Ord Aug 7

WADE, ARTHUR, High Legh, nr Knutsford, Cheshire Farmer Manchester Pet Aug 7 Ord Aug 7

WARD, JOSEPH, Lutton Ambo, nr Sherburn, Yorks, Farmer Scarborough Pet Aug 8 Ord Aug 8

WILSON, GEORGE, Miles Platting, Manchester, Coal Merchant Manchester Pet July 25 Ord Aug 8

Amended notice substituted for that published in the London Gazette of May 18:

WARD, JOSEPH, Higher Hillgate, Stockport, Builder Stockport Pet May 1 Ord May 15

Amended notice substituted for that published in the London Gazette of Aug 3:

WALLINGTON, JOHN, Lockhampstead, Bucks, Farmer Banbury Pet July 31 Ord July 31

FIRST MEETINGS.

ABRAHAMS, MARK, Pontmorlais, Merthyr Tydfil, Glam' Tailor Aug 20 at 3 135, High st, Merthyr Tydfil

ANDREW, MARY ANN, and ELIZABETH ANN ANDREW, Oldham, Grocers Aug 21 at 11 Off Rec, Greaves st, Oldham

ATKINSON, GEORGE, Gt Grimsby, Fish Merchant Aug 21 at 11.30 Off Rec, St Mary's chmbs, Gt Grimsby

BARTON, GEORGE, Ashford, Kent, Builder Aug 18 at 12 The Saracen's Head Hotel, High st, Ashford

BENNETT, JAMES, Blakeney, Glos, Farmer Aug 18 at 3 Off Rec, Station rd, Gloucester

CLEMANS, WILLIAM GEORGE, Upton ln, Forest Gate, Butcher Aug 20 at 12 Bankruptcy bldgs, Carey st

CURTIS, ROBERT WOODWARD SUTTON, Stepney, Lieutenant Aug 23 at 12 Bankruptcy bldgs, Carey st

DUREW, JOHN SAMUEL, Northfleet, Kent, Baker Aug 20 at 12 115, High st, Rochester

EDELL, ALBERT FRANCIS, Gloucester, Hotel Keeper Aug 18 at 12 Fleece Hotel, Westgate st, Gloucester

ELLIOTT, THOMAS, Baker, Newcastle on Tyne, Paperhanger Aug 21 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne

EVANS, CHARLES EDWARD, Chatsworth rd, Clapton, Medical Practitioner Aug 20 at 11 Bankruptcy bldgs, Carey st

FARMER, JOHN STEPHEN, Bury st, Bloomsbury Aug 20 at 1 Bankruptcy bldgs, Carey st

GALE, CHARLES, Oldham, Carter Aug 21 at 12.30 Off Rec, Greaves st, Oldham

GOODALL, JOSHUA, High Holborn, Commission Agent Aug 21 at 12 Bankruptcy bldgs, Carey st

GRAVES, ALGERNON, South Kensington, Director of a Limited Company Aug 21 at 1 Bankruptcy bldgs, Carey st

HARRIS, ALFRED GEORGE, Cinderford, Glos, Inkeeper Aug 18 at 11 Off Rec, Station rd, Gloucester

HILTON, THOMAS, Aspull, Lancs, Grocer Aug 24 at 2.30 Court house, Crawford st, Wigan

JEFFERY, FREDERICK CHARLES, Northumberland av, Stockbroker Aug 21 at 11 Bankruptcy bldgs, Carey st

LOVELL, EDWARD, Colebrook row, Islington, Clerk Aug 22 at 11 Bankruptcy bldgs, Carey st

MERCHANT, THOMAS HOWELL, Taibach, Port Talbot, Grocer Aug 18 at 11 Off Rec, Alexandra rd, Swansea

MILLER, FRANK, Denbigh st, Belgrave rd Aug 22 at 1 Bankruptcy bldgs, Carey st

MULLIS, WILLIAM HENRY, Scrutton st, Shoreditch Aug 23 at 11 Bankruptcy bldgs, Carey st

PIKE, WILLIAM CHRISTOPHER, Retford, Notts, Licensed Victualler Aug 18 at 12 Off Rec, 31, Silver st, Lincoln

ROWSON, GEORGE HARRY, Gt Grimsby, Tobacconist Aug 21 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby

SEARLE, AUGUSTUS GEORGE, Rugby, Farmer Aug 30 at 12 Off Rec, 8, High st, Coventry

THOMAS, JAMES, Llandilo, Carmarthen, Bootmaker Aug 18 at 11.30 4, Queen st, Carmarthen

TURNER, HUBERT CAIRNS, Reading, Stationer Aug 20 at 3 Bankruptcy bldgs, Carey st

VENNER, WILLIAM FRANK, Swindon, Grocer Aug 20 at 11 Off Rec, 38, Regent circus, Swindon

ADJUDICATIONS.

ABRAHAMS, MARK, Pontmorlais, Merthyr Tydfil, Tailor Merthyr Tydfil Pet Aug 8 Ord Aug 8

ADOR, MAXMILIAN, Moorgate st, Foreign Banker High Court Pet Nov 11 Ord Aug 6

BAKER, JOSEPH GUISEPPE GARIBALDI, Norton Folgate, Butcher High Court Pet June 13 Ord Aug 6

BUDDEN, A F, Clarges st, Colonel High Court Pet Feb 26 Ord Aug 6

CAVE, WILLIAM, Akerman rd, Brixton High Court Pet July 30 Ord Aug 4

CHURCHILL, JOHN RICHARD, and RICHARD WITHIEL CARMAN, Portsmouth, Fruit Merchants Portsmouth Pet July 23 Ord Aug 1

CLEMANS, WILLIAM GEORGE, Upton ln, Forest Gate, Butcher High Court Pet Aug 7 Ord Aug 7

COLE, RICHARD ERNEST, Pembury rd, Tottenham, Contractor Edmonton Pet May 30 Ord Aug 4

CRANE, GEORGE, West Lynn, saint Peter, Norfolk. Coal Dealer King's Lynn Pet Aug 8 Ord Aug 8

CRISP, EDWARD BLAND, Whitehaven, Butcher Whitehaven Pet Aug 7 Ord Aug 8

CROOK, JOHN, Netley Abbey, Southampton, Bootmaker Southampton Pet Aug 8 Ord Aug 8

DIBSDALE, ALFRED HENRY, Ironmonger ln, Cheapside, Architect High Court Pet June 16 Ord Aug 4

ELLIOTT, OWEN, Beeston, Notts, Painter Nottingham Pet Aug 8 Ord Aug 8

EVERITT, THOMAS, Cumberland ter, Lloyd sq, Pentonville, House Furnisher High Court Pet July 24 Ord Aug 8

HARRIS, ALFRED GEORGE, Cinderford, Glos, Innkeeper Gloucester Pet July 4 Ord Aug 8

HILTON, THOMAS, Aspull, Lancs, Grocer Wigan Pet July 26 Ord Aug 4

HOBA, EDITH ROSA GREY, Wells next the Sea, Norfolk, Licensed Victualler Norwich Pet Aug 4 Ord Aug 4

HOWARD, ALFRED, South Reddish, Lancs, Grocer Stockport Pet Aug 7 Ord Aug 7

JACQUES, CHARLES ALBERT, Chorlton cum Hardy, Manchester Solicitor Manchester Pet Aug 2 Ord Aug 2

JOHNSON, HENRY, Birmingham, Butcher Birmingham Pet July 13 Ord Aug 8

JOHNSTONE, HUGH ALFRED EVANS, Huyton, Lancs, Forwarding Agent Liverpool Pet Aug 8 Ord Aug 8

LEDGER, CHARLES, Sale, Cheshire, Market Gardener Manchester Pet Aug 4 Ord Aug 4

MANN, JOSEPH, Jewin st, Tailor High Court Pet May 18 Ord Aug 8

MARTIN, ALFRED, Little Chester, Derby, Licensed Victualler Derby Pet Aug 7 Ord Aug 7

MARTIN, JOHN, Bitterley, nr Ludlow, Farmer Leominster Pet July 10 Ord Aug 7

MELLOR, THOMAS ALEXANDER, Manchester, Jeweller Manchester Pet Aug 1 Ord Aug 2

MENDELSOHN, Eliza, South Marsden, nr Swindon, Tailor High Court ..et Aug 8 Ord Aug 8

PARTINGTON, GEORGE, Runcorn, Chester, Grocer Warrington Pet Aug 8 Ord Aug 8

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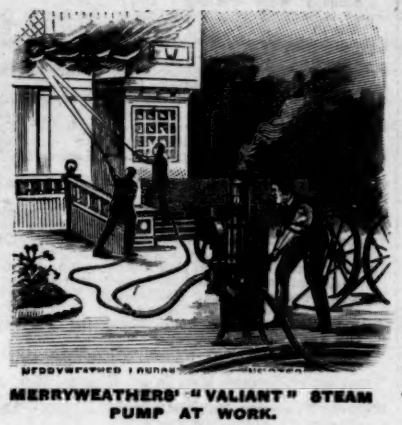

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FIRE ENGINE MAKERS TO H.M. THE KING.

PONTIN, HENRY CHARLES, Cambridge Park, Wanstead, Essex, Commission Agent High Court Pet June 19 Ord Aug 8

RAMSDEN, HARRY WILLIAM, Hertford, Butcher Hertford Pet July 30 Ord Aug 2

RAWKINS, SYDNEY CHARLES, and ELIZABETH MARY GREAVES, New Broadway, Ealing, Estate Proprietors Brentford Pet April 3 Ord Aug 3

RICHARDS, ALFRED EDWARD, Oakwood, Welshpool, Montgomery, Maltster Newtown Pet Aug 8 Ord Aug 8

ROBERTS, GEORGE, Nowl Park, Keighley, Yorks, Fruit Salesman Bradford Pet Aug 8 Ord Aug 8

ROBERTS, JOHN OWEN, Gleneagle rd, Streatham, Commission Traveller Wandsworth Pet Aug 1 Ord Aug 8

ROBINSON, THOMAS, Lozells, Birmingham, Cycle Accessory Manufacturer Birmingham Pet July 18 Ord Aug 7

SANSOME, PERCY WILKINS, Newport, Artificial Teeth Specialist Newport, Mon Pet Aug 7 Ord Aug 7

STEVENS, JOHN, Caerau, Maesteg, Glam, Collier Cardiff Pet Aug 3 Ord Aug 3

TEASDALE, ROBERT, sen, Darlington, Spring Maker Stockton on Tees Pet Aug 7 Ord Aug 7

WADE, ARTHUR, High Legh, nr Knutsford, Cheshire, Farmer Manchester Pet Aug 7 Ord Aug 7

WARD, JOSEPH, Lutton Ambo, nr Sherburn, Yorks, Farmer Scarborough Pet Aug 8 Ord Aug 8

Amended notice substituted for that published in the London Gazette of July 10:

PETTITT, OWEN TOLHURST, Capel, Kent, Wheelwright Tunbridge Wells Pet July 6 Ord July 6

ADJUDICATION ANNULLED.

JEROME, CHARLES JAMES, Mickleover, Derbys, Horse Breaker Derby and Long Eaton Adjud July 17, 1905 Annul July 25, 1906

London Gazette.—TUESDAY, Aug. 14.

RECEIVING ORDERS.

ARMSTRONG, THOMAS, Chester le street, Durham, Grocer Durham Pet July 26 Ord Aug 10

CARSON, JOSEPH, Weaste, Salford, Lancs, Egg Merchant Salford Pet Aug 11 Ord Aug 11

CHRISTIE, DAVID CUTHBERT, and ALEXANDER DONALD, Liverpool, Grocers Liverpool Pet July 27 Ord Aug 10

DAVIES, Sir HORATIO DAVID, KCMG, Torquay, Devon, Restaurant Proprietor High Court Pet Aug 9 Ord Aug 9

FOLEY, HENRY, Calcot, Reading, Builder Reading Pet Aug 10 Ord Aug 10

FUNNELL, ISABELLA, Eccles, Lancs Salford Pet Aug 11 Ord Aug 11

GOODMAN, S, & Co, Preston, Leather Manufacturers High Court Pet July 17 Ord Aug 10

GRIFFITHS, WILLIAM JOHN, Leiston, Suffolk, Tailor Ipswich Pet Aug 10 Ord Aug 10

HORNE, ALICE, Wigan, Fruiterer Wigan Pet Aug 11 Ord Aug 11

HOWLE, CHARLES HERBERT, Walsall, Wholesale Bottler Walsall Pet Aug 3 Ord Aug 4

HUDSON, J W, Ansley, Surrey Croydon Pet July 30 Ord Aug 10

HYDE, WILLIAM ARTHUR TOPHAM, Leamington, Furniture Manufacturer Warwick Pet Aug 10 Ord Aug 10

MCFARLANE, THOMAS BLAIR, Willington, Durham, Contractor Durham Pet Aug 11 Ord Aug 11

MOORE, FRANCIS CHARLES, Dorchester, Livery Stables Manager Dorchester Pet Aug 9 Ord Aug 9

ODELL, OWEN, Wheathampstead, Hertford, Builder St Albans Pet Aug 10 Ord Aug 10

OSBROD, SHARP, Bramley, Leeds, Builder Leeds Pet Aug 10 Ord Aug 10

PUNCH, JOHN EDWIN, Middlesbrough, Joiner Middlesbrough Pet Aug 10 Ord Aug 10

RICHARDSON, STANHOPE LOUIS WARING, Castleford, Yorks, Insurance Agent Wakefield Pet Aug 9 Ord Aug 9

ROLLINSON, BENJAMIN, Dudley Worcester, Haulier Dudley Pet Aug 11 Ord Aug 11

SMITH, HENRY, Leeds, Warehouseman Leeds Pet Aug 9 Ord Aug 9

SMITHSON, ROBERT LAWSON, Balderton, Notts, Coal Merchant Nottingham Pet Aug 9 Ord Aug 9

SPENCER, FRANK, and HENRY SPENCER, Erith, Builders Rochester Pet Aug 10 Ord Aug 10

SPITTLE, J, Long Acre, Agent High Court Pet July 2 Ord Aug 9

STEPHENS, P H, Balham hill, Balham, Tailor Wandsworth Pet Aug 1 Ord Aug 9

STOTT, ALFRED HOWARD, Hammersmith High Court Pet June 1 Oad Aug 9

STOTT, WILLIAM, Weaste, Salford, Lancs, Produce Merchant Salford Pet July 26 Ord Aug 9

SUMMERSCALES, HENRY, and SAM SUMMERSCALES, Halifax Coal Merchants Halifax Pet Aug 7 Ord Aug 7

THOMES, TOM, Manchester, Actor Manchester Pet Aug 9 Ord Aug 9

WALSH, MARTIN, Chipping Norton, Oxford, Tailor Oxford Pet Aug 7 Ord Aug 7

WEBB, HENRY, Newport, Mon, Baker Newport, Mon Pet Aug 11 Ord Aug 11

WEBSTER, FREDERICK, West Gorton, Manchester, Provision Dealer Manchester Pet Aug 9 Ord Aug 9

WEBSTER, JOHN, Blackpool Preston Pet Aug 9 Ord Aug 9

WILLIAMS, JOHN, Tonypandy, Glam, Roadman Pontypridd Pet Aug 10 Ord Aug 10

YATES, STANLEY ENGLAND, Croydon, Corn Merchant Croydon Pet July 14 Ord Aug 10

Amended notice substituted for that published in the London Gazette of June 22:

HARGREAVES, ALBERT EDWARD, Blackburn, Boot Dealer Blackburn Pet June 16 Ord June 20

FIRST MEETINGS.

BARRATT, WILLIAM, and DAVID BARRATT, Northampton, Boot Factors Aug 23 at 11.30 Off Rec, Bridge st, Northampton

BENNETT, HENRY, Liverpool, General Contractor Aug 23 at 11 Off Rec, 35, Victoria st, Liverpool

BLOOR, ROBERT, Burslem, Staffs, Butcher Aug 23 at 11.30 Off Rec, King st, Newcastle, Staffs

BRYAN, GEORGE REGINALD, and ERNEST JAMES BRYAN, Chertsey, Surrey, Oil and Colourmen Aug 23 at 11.30 182, York rd, Westminster Bridge

CARROLL, PETER, Liverpool, Builder Aug 22 at 2.30 Off Rec, 35, Victoria st, Liverpool

CLARKE, ROBERT, Hatherleigh, Devon, Bootmaker Aug 23 at 11 Off Rec, 6, Athenæum ter, Plymouth

CRISP, EDWARD BLAND, Whitehaven, Cumberland, Butcher Aug 22 at 11.15 County Court house, Whitehaven

CROFT, FREDERICK, Gt Grimsby, Storeman Aug 23 at 11.45 Off Rec, St Mary's chmbrs, Gt Grimsby

CROOK, JOHN, Netley Abbey, Southampton, Bootmaker Aug 22 at 2.30 Off Rec, Midland Bank chmbrs, High st, Southampton

CUNLIFFE, JOHN, Liscard, Chester, Provision Broker Aug 23 at 12 Off Rec, 35, Victoria st, Liverpool

DAVIES, Sir HORATIO DAVID, KCMG, Torquay, Devon, Restaurant Proprietor Aug 29 at 11 Bankruptcy bldgs, Carey st

DICKINSON, JOHN HENRY, Burnley, Lancs, Jeweller Aug 23 at 3 Off Rec, Byrom st, Manchester

FOOT, WILLIAM ROLSTONE WHITEWAY, Totnes, Devon, Chemist Aug 24 at 11 Off Rec, 6, Athenæum ter, Plymouth

FURNISS, JOHN, jun, Burnley, Estate Agent Aug 22 at 11.30 Off Rec, 14, Chapel st, Preston

GILLESPIE, JAMES, Sunderland, Draper Aug 23 at 3 Off Rec, 8, Manor pl, Sunderland

GOODMAN, S, & Co, Preston, Leather Manufacturer Aug 23 at 1 Bankruptcy bldgs, Carey st

GOULT, WILLIAM JAMES, Earl's Court rd, Hosier Aug 27 at 12 Bankruptcy bldgs, Carey st

GREAVES, ROBERT, Sheffield, Clerk Aug 23 at 12 Off Rec, Figtree la, Sheffield

GREGORY, EDWIN, Kilburn, Butcher Aug 27 at 11 Bankruptcy bldgs, Carey st

GROOM, GEORGE, Upper Norwood, Surrey, Shorthand Writer Aug 22 at 11.30 122, York rd, Westminster Bridge

HALL, GEORGE BENJAMIN, Stroud Green Aug 24 at 12 Bankruptcy bldgs, Carey st

HARRISON, C FITCH, 86 James' st Aug 24 at 11 Bankruptcy bldgs, Carey st

HOWLE, CHARLES HERBERT, Bushall, Stafford, Wholesale Bottler Aug 22 at 11.30 Off Rec, Wolverhampton

JOHNSON, HENRY, Birmingham, Butcher Aug 22 at 11 191, Corporation st, Birmingham

JONES, REV, Ammanford, Carmarthen, Cabinet Maker Aug 22 at 11 Off Rec, 4, Queen st, Carmarthen

LANCASTER, JOHN, Manchester, Publican Aug 29 at 11 Bankruptcy bldgs, Carey st

LAUCHLAN, CHARLES A, South side, Clapham common, Physician Aug 24 at 11.30 122, York rd, Westminster Bridge

LEDGER, CHARLES, Sale Cheshire, Market Gardener Aug 22 at 9 Off Rec, Byrom st, Manchester

LEWIS, GEORGE SAMUEL, Widnes, Lancs, Clothier Aug 23 at 11.30 Off Rec, 35, Victoria st, Liverpool

MANNING, WILLIAM, Croydon, Builder Aug 23 at 12.30 122, York rd, Westminster Bridge

MARTIN, ALFRED, Little Chester, Derby, Licensed Victualler Aug 22 at 11 Off Rec, 47, Full st, Derby

MELLOR, THOMAS ALEXANDER, Manchester, Wholesale Jeweller Aug 22 at 2.30 Off Rec, Byrom st, Manchester

MENDELSOHN, ELIZA, South Marsden, nr Swindon, Wilts, Tailor Aug 27 at 1 Bankruptcy bldgs, Carey st

MORFORD, RUPERT, Shepton Mallet, Somerset, Veterinary Surgeon Aug 22 at 11.30 Off Rec, 26, Baldwin st, Bristol

NICHOLSON, G C R, Mainpuri, India, An India Civil Servant Aug 29 at 12 Bankruptcy bldgs, Carey st

ORMEROD, SHARP, Bramley, Builder Aug 22 at 11.30 Off Rec, 22, Park row, Leeds

OWEN, RICHARD, Beaulieu, Hants Aug 24 at 1 Bankruptcy bldgs, Carey st

PUNCH, JOHN EDWIN, Middlesbrough, Joiner Aug 24 at 12.30 Off Rec, 8, Albert rd, Middlesbrough

RICHARDS, ALFRED EDWARD, Welshpool, Montgomery, Maltster Aug 23 at 11 Off Rec, 22, Swan hill, Shrewsbury

RICHARDSON, STANHOPE LOUIS WARING, Castleford, York, Insurance Agent Aug 14 at 11 Off Rec, 6, Bond ter, Wakefield

ROBERTS, GEORGE, Preston, Fish and Fruit Salesman Aug 22 at 3 Off Rec, 29, Tyrrel st, Bradford

ROBERTS, JOHN OWEN, Glenesgie rd, Streatham, Commission Traveller Aug 22 at 12.30 122, York rd, Westminster Bridge

ROSS, MORRIS, Gt Grimsby, Furniture Dealer Aug 23 at 11 Off Rec, 1st Mary's chambers, Gt Grimsby

SIDAWAY, WILLIAM, Quarry Bank, Staffs, Draper Aug 27 at 11 Off Rec, 199, Wolverhampton st, Dudley

SMITH, HENRY, Burley, Leeds, Warehouseman Aug 22 at 11 Off Rec, 22, Park row, Leeds

SPITTLE, J, Long acre, Agent Aug 24 at 12 Bankruptcy bldgs, Carey st

STEVENS, JOHN, Cwmtu, Maesteg, Glam, Collier Aug 22 at 3 Off Rec, 117, St Mary st, Cardiff

STOTT, ALFRED HOWARD, Hammersmith Aug 23 at 12 Bankruptcy bldgs, Carey st

SUTTLE, CHARLES PULMAN, Surbiton, Surrey, Journeyman Plumber Aug 24 at 12.30 122, York rd, Westminster Bridge

TEASDALE, ROBERT, sen, Darlington, Spring Maker Aug 22 at 3 Off Rec, 8, Albert rd, Middlesbrough

THOMAS, TOM, Manchester, Actor Sept 14 at 9.30 Off Rec, Byrom st, Manchester

WADE, ARTHUR, High Legh, nr Knutsford, Cheshire, Farmer Aug 22 at 3.30 Off Rec, Byrom st, Manchester

WALLINGTON, JOHN, Lockhampstead, Bucks, Farmer Aug 22 at 12 1, St Aldates, Oxford

WILLIAMS, JOHN, Tonypandy, Glam, Roadman Aug 22 at at 12 135, High st, Merthyr Tydfil

ADJUDICATIONS.

BURGESS, RALPH WRIGHT, Whitchurch, Salop, Provision Merchant Nantwich Pet June 7 Ord Aug 9

CARSON, JOSEPH, Weaste, Salford, Lancs, Egg Merchant Salford Pet Aug 11 Ord Aug 11

COOD, ROLAND HARRISON RUSSELL, Charterhouse sq, Broker High Court Pet July 3 Ord Aug 10

FOLBY, HENRY, Calcot, Reading, Builder Reading Pet Aug 10 Ord Aug 10

GRIFFITHS, WILLIAM JOHN, Leiston, Suffolk, Tailor Ipswich Pet Aug 10 Ord Aug 10

HAWKINS, JULIAN WILLIAM, Henrietta st, Covent Garden, Auctioneer High Court Pet June 11 Ord Aug 10

HIDDOCK, WILLIAM L, Beckenham, Kent, Farmer Wandsworth Pet April 21 Ord Aug 9

HORNE, ALICE, Wigan, Fruiterer Wigan Pet Aug 11 Ord Aug 11

HYDE, WILLIAM ARTHUR TOPHAM, Leamington, Furniture Manufacturer Warwick Pet Aug 10 Ord Aug 10

IVALL, JAMES, Falcon rd, Clapham Junction, Book maker Wandsworth Pet June 26 Ord Aug 11

LEVY, ALFRED, Hornsey, Builder High Court Pet July 2 Ord Aug 10

MCFARLANE, THOMAS BLAIR, Willington, Durham, Contractor Durham Pet Aug 11 Ord Aug 11

MANNING, WILLIAM, Croydon, Builder Croydon Pet Aug 9 Ord Aug 8

MASTER, HENRY HUGH, Ixworth, Suffolk, Surgeon High Court Pet Dec 23 Ord Aug 11

MOORE, FRANCIS CHARLES, Dorchester, Livery Stables Manager Dorchester Pet Aug 9 Ord Aug 9

MORFORD, RUPERT, Shepton Mallet, Somerset, Veterinary Surgeon Wells Pet Aug 2 Ord Aug 10

ORMEROD, SHARP, Leeds, Builder Leeds Pet Aug 10 Ord Aug 10

PARTRIDGE, SARAH ANN, Ballater rd, Brixton High Court Pet July 10 Ord Aug 9

PUNCH, JOHN EDWIN, Middlesbrough, Joiner Middlesbrough Pet Aug 10 Ord Aug 10

REYNOLDS, GEORGE JOULES, Southsea, Hants, Stationer Portsmouth Pet July 11 Ord Aug 10

RICHARDSON, STANHOPE LOUIS WARING, Castleford, York Insurance Agent Wakefield Pet Aug 9 Ord Aug 9

ROLLINSON, BENJAMIN, Dudley, Worcester, Haulier Dudley Pet Aug 11 Ord Aug 11

SMITH, HENRY, Leeds, Warehousman Leeds Pet Aug 9 Ord Aug 9

SMITHSON, ROBERT LAWSON, Balderton, Notts, Coal Merchant Nottingham Pet Aug 9 Ord Aug 9

SPENCER, FRANK, and HENRY SPENCER, Erith, Kent Builders Rochester Pet Aug 10 Ord Aug 10

SUMMERSCALES, HENRY, and SAM SUMMERSCALES, Halifax, Coal Merchants Halifax Pet Aug 7 Ord Aug 7

TAYLOR, JOSEPH FOSDICK, Waldingfield, Suffolk Colchester Pet July 11 Ord Aug 8

THOMAS, TOM, Manchester, Actor Manchester Pet Aug 9 Ord Aug 9

WALSH, MARTIN, Chipping Norton, Oxford, Tailor Oxford Pet Aug 7 Ord Aug 7

WEBB, HENRY, Newport, Mon, Baker Newport, Mon Pet Aug 11 Ord Aug 11

WEBSTER, FREDERICK, Manchester, Provision Dealer Manchester Pet Aug 9 Ord Aug 9

WEBSTER, JOHN, Blackpool Preston Pet Aug 9 Ord Aug 9

WELHAM, ERNEST GEORGE, Lowestoft High Court Pet June 25 Ord Aug 11

WILLIAMS, JOHN, Tonypandy, Glam, Roadman Pontypridd Pet Aug 10 Ord Aug 10

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Assistant Dental Surgeons—N. G. Bennett, A.M., M.B., B.C. (Cantab.), L.D.S.; D. P. Gabell, L.R.C.P., M.R.C.S., L.D.S.; A Hopewell-Smith, L.R.C.P., M.R.C.S., L.D.S.; H. Austen, M.D., B.S. (Lond.), L.D.S.; R. McKay, L.R.C.P., M.R.C.S., L.D.S.
Anæsthetists—Dudley W. Buxton, M.D., B.S. (Lond.), M.R.C.P.; R. F. Probyn Williams, M.D. (Durh.), L.R.C.P., M.R.C.S.; H. Hilliard, M.R.C.S., L.R.C.P.
House Anæsthetists—John MacCormac, L.R.C.P. & S. (Edin.), L.F.P. & S. (Glas.), T. Graham Scott, L.R.C.P., M.R.C.S.

LECTURERS.

Dental Anatomy—A. Hopewell-Smith, L.R.C.P., M.R.C.S., L.D.S.
Dental Surgery—J. G. Turner, F.R.C.S., L.D.S.
Mechanical Dentistry—W. J. May, L.R.C.P., M.R.C.S., L.D.S.
Dental Metallurgy—P. A. Ellis Richards, F.I.C., F.C.S.
Bacteriology—Howard Mummery, M.R.C.S., L.D.S.
Materia Medica—H. Austen, M.D., B.S. (Lond.), L.D.S.

Five House Surgeons are appointed every six months.
Six Operative and three Mechanical Demonstrators assist Students in their practical work.

The Royal Dental Hospital was founded in 1858 in Soho-square, and in March, 1874, was removed to Leicester-square. The increased demands made on it by the public and the rapid growth of the Medical School necessitated the erection of an entirely new building. The new Hospital was opened in March, 1901, and is complete in every detail with modern appliances, and the School portion of the building thoroughly equipped for teaching purposes. The clinic of the Hospital is unrivalled. In 1905, 98,588 operations were performed.

SCHOLARSHIPS AND PRIZES.

The ENTRANCE SCHOLARSHIP, of the value of £20, awarded in October. Subjects: Chemistry and Dental Mechanics.
The SAUNDERS SCHOLARSHIP, of the value of £20, awarded to the Students obtaining the highest aggregate number of marks in the various class examinations.
The STORER-BENNETT RESEARCH SCHOLARSHIP, of the value of £50, awarded once in three years, and open to Students who have obtained their qualification within six years of the award.
The ROBERT WOODHOUSE PRIZE, of the value of £10, for Practical Dental Surgery.
CLASS PRIZES are awarded by the various Lecturers.

INSTRUCTION IN MECHANICAL DENTISTRY.

The instruction in Mechanical Dentistry as required for the Dental Curriculum can be obtained at this Hospital.
After passing through a Preliminary Course, Students are required to make and adapt dentures to the mouth, under the guidance of the Medical Staff.

THE LIBRARY AND MUSEUM.

The Library is always open for reading, and books can be obtained from the Sub-librarian for purposes of study.
The Museum has been carefully arranged with a view of illustrating in detail the various text-books recommended by the authorities.

FEES.

For the two years' Hospital Practice and Lectures as required by the Royal College of Surgeons of England the fee is £53 3s. in one instalment, or £55 13s. in two yearly instalments. Students are required to join the Students' Club, the fee for which is £3 3s. For a Single Course of Lectures in any subject the fee is £5 5s.
The fee for the complete curriculum — namely, the Instruction in Mechanical Dentistry and two years' Hospital Practice and Lectures is £150 if paid in one instalment, or 150 guineas if paid in three yearly instalments of 50 guineas.
For one year's instruction in Mechanical Dentistry the fee is 50 guineas. For one year's Hospital Practice, £21.
The necessary course of two years at a General Hospital can be taken simultaneously with that at the Royal Dental Hospital. The fees for the former vary at the different hospitals, being usually about £60.
Further particulars can be obtained on application to THE DEAN.

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